Acquisition and Procurement

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NCIA-BE/DAQC/ASG/13/6602
02 Aug 2013

To: All prospective Bidders

Subject: **Invitation For Bid (IFB) CO-13589-OPL. Provision of IMPACs.**

Reference: AC/4 DS (2012)0026, dated 25 October 2012.

Dear Madam/Sir,

1. Your company is hereby invited to submit a bid for the award of a contract to satisfy the aforementioned requirement. Bidding instructions and other documentation required to prepare your bid are attached to this letter.

2. The Bid Closing Date has been established on **Monday 16 September 2013, at 11:00 hours** (Brussels time).

3. The Point of Contact for questions and information concerning this IFB is Mr. Martin Steenwege (tel: +32 2 707 8335 and e-mail: martin.steenwege@ncia.nato.int).

FOR THE GENERAL MANAGER

M. Steenwege
Senior Contracting Officer

Attachment(s): IFB-CO-13589-OPL:

- Book I – Bidding Instructions (e-file: 1-IFB-CO-13589-OPL-Book I –Bidding Instructions.pdf)
- Bidding Sheets (e-file: 2- IFB-CO-13589-OPL -Book II-Part I-SSS.xls)
- Book II –Prospective Contract (e-file: 3- IFB-CO-13589-OPL –Book II-Part II-Special Provisions.pdf)
- Book II – Contract General Provisions (e-file: 4-IFB-CO-13589-OPL-Book II – General Provisions.pdf
- Statement of Work and Annexes (e-file : 5- IFB-CO-13589-OPL -Book II-Part IV-SOW.pdf)

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- Statement of Work and Annexes (e-file : 5- IFB-CO-13589-OPL -Book II-Part IV-SOW.pdf)

Distribution List:

Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser)

Albania
Belgium
Bulgaria
Canada
Croatia
Czech Republic
Denmark
Estonia
France
Germany
Greece
Hungary
Iceland
Italy
Latvia
Lithuania
Luxembourg
The Netherlands
Norway
Poland
Portugal
Romania
Slovakia
Slovenia
Spain
Turkey
United Kingdom
United States

NATO HQ

NATO Office of Resources
Management and Implementation Branch
Attn: Deputy Branch Chief

SACTREPEUR
Attn: Investment Assistant
1

Strategic Commands

SACT
Attn: DACOS Resources and Logistics (SR-810) 1

SACTREPEUR
Attn: SO RESOURCES/NSIP/LOGS (C-0932) 1

SHAPE
Attn: ACOS J6 1

NCI Agency

Acting Director of Acquisition (Mr. T. Herway)	1
RCAB Secretary (Mrs M-L Le Bourlot	1
Project Manager (Mr A. Johnson)	1
Cat Leader (Mr M. Green)	
NSIP Liaison Officer (Mr. L. Foissey)	1
Legal Advisor (Mrs. S. Rocchi)	1
CTO Leader (Mr. A. Mckenzie)	1
ILS (Mr. R. Proietto)	1
ASG/PCO (Mr. B. Maley)	1
Registry	1

NATEXs
All NATEXs

INVITATION FOR BID
Book I
IFB-CO-13589-OPL

PROVISION OF IMPACs

Decision Document AC/4(PP) D/26923-ADD1

Decision Sheet AC/4-DS (2012) 0026

Project Serial Number 2011/1CM03001-0/9

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SECTION 1 - INTRODUCTION

1.1. GENERAL

1.1.1 The purpose of this Invitation for Bid (IFB) is to provide services and supplies to design, integrate, test, implement, and provide Contractor Logistics Support for ten (10) IMPACs (ISAF Man Portable Afghan Mission Network Capability). The IMPACs shall be implemented as highly portable CIS assets that can access the Afghan Mission Network (AMN) in ISAF. The IMPACs are to be integrated by the Contractor, at the factory, tested and integrated in the current AMN network, first at the Purchaser's in-garrison facilities (Mons in Belgium, and Brunssum in The Netherlands), and in theatre (Depot 26 in Kabul, Afghanistan) as per Book II, Part IV - Statement of Work.

1.1.2 This solicitation is an Invitation For Bid (IFB). It is based on the Alliance Operations and Missions (AOM) International Competitive Bidding (ICB) Procedure (AC/4-D(2007)003), lowest price technically compliant Procedures. The successful bid pursuant to this IFB will be that bid which is the lowest price technically compliant in accordance with the evaluation criteria.

1.1.3 This IFB will not be the subject of a public bid opening.

1.1.4 An award of the contract will be made on a Firm Fixed Price basis to the lowest compliant Bidder.

1.1.5 The Bidder shall refer to the Purchaser all queries for a resolution of possible conflicts found in information contained in this document in accordance with the procedures set forth in 2.6 "Requests for IFB Clarifications".

1.1.6 The target for contract award is 3rd Quarter 2013.

1.2. Security

1.2.1 The security classification of this IFB is "NATO UNCLASSIFED – Releasable to ISAF"

1.2.2 The Bidders providing proposals in response to this IFB must be in the possession of the appropriate personnel and facility clearances allowing for the processing of classified materials.

1.2.3 Should appropriate personnel and /or a Contractor be unable to perform the contract because the facility clearances have not been extended by their respective national security agency, this lack of clearance shall not be the basis for a claim of adjustment or an extension of schedule. The lack of clearance shall not be be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.

1.2.4 Contractor personnel that will work at NATO sites are required to possess a security clearance of "NATO SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the appropriate NATO security officer in accordance with the specific instructions contained in this IFB, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

1.2.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be required to possess a Facility clearance of "NATO SECRET" for those sites in which he intends to handle and store NATO classified material in the conduct of work under this contract.

1.2.6 Bidders are advised that contract signature will not be delayed in order to allow for the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, because the firm's personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. The Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee in such cases.

SECTION 2 - GENERAL BIDDING INFORMATION

2.1. DEFINITIONS

2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFB.

2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a contract under which it will perform a service, manufacture a product, or carry out works for NATO.

2.1.5 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the contract (the NCI AGENCY).

2.1.7 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2. ELIGIBILITY

2.2.1 Only firms which have been nominated by their respective National Delegations, are eligible to engage in this competitive bidding process. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from participating countries.

2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within participating countries.

2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating country.

2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3. BID DELIVERY AND BID CLOSING

2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 before 11:00 hours (Brussels Time) on **16 September 2013** at which time and date bidding shall be closed.

2.3.2 Bids shall be delivered to the following address:

By Post:

NATO Communications and Information Agency (NCI Agency)
ACQ/ASG
Boulevard Leopold III
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege, Senior Contracting Officer

Hand Carried or Courier Service:

NATO Communications and Information Agency
ACQ/ASG
Bâtiment Z
Avenue du Bourget 140
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege, Senior Contracting Officer

Bids submitted by electronic means (fax, e-mail) are not permitted and will not be considered. Bidders shall note that electronic copies (CD-ROM) of their bids shall be submitted with their "hard copy".

2.3.3 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified at (2.3.4) below.

2.3.4 Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified Bid Closing time. Late bids shall only be considered for award under the following circumstances:

(a) A contract has not already been awarded pursuant to the IFB, and the bid was sent to the address specified in the IFB by ordinary, registered or certified mail not later than ten (10) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing).

(b) the bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of NCI AGENCY and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.5 A late bid which was hand-carried, or delivered by a private courier service for which a proper receipt cannot be produced cannot be considered for award under any circumstances nor can late bids which bear no post marks or for which documentary evidence of mailing date cannot be produced.

2.3.6 Bidders are advised that security personnel or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items.

2.4. REQUESTS FOR EXTENSION OF BID CLOSING DATE

2.4.1 All questions and requests for extension of bid closing date must be submitted in writing by fax or E-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than fourteen (14) days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

2.5. PURCHASER POINT OF CONTACT

The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency
ACQ/ASG
Boulevard Leopold III
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege, Senior Contracting Officer

Tel: +32 2 707 8335
Fax: +32 2 707 8770
E-mail: martin.steenwege@ncia.nato.int

2.6. REQUEST FOR IFB CLARIFICATIONS

2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB and observing the classification level of the document(s) in respect to which the clarification is sought.

2.6.2 All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at Annex D of this Book I. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

2.6.3 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the bidders identity.

2.6.4 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

2.6.5 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective bidders.

2.6.6 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment pursuant to AC/4-DS-2261 and in accordance with paragraph 2.8 below.

2.6.7 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.7. REQUEST FOR WAIVERS AND DEVIATIONS

2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the terms and conditions in the NCI Agency's General Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.7.2 Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8. AMENDMENT OF THE IFB

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.

2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9. MODIFICATIONS AND WITHDRAWAL OF BIDS

2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of contract award. The Purchaser, however, reserves the right to award a contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.9.4 Except as provided in paragraph 2.10.4(b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of 6 months starting from the Bid Closing Date specified at paragraph 2.3.1 above.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex A.3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

(a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or

(b) refuse this extension of time and withdraw the bid, in which case the Purchaser will return to the Bidder his Bid Guarantee in the full amount without penalty.

2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11. CANCELLATION OF INVITATIONS FOR BID

2.11.1 The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this IFB.

2.12. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.12.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information.

2.13. BID GUARANTEE

2.13.1 The Bidder shall furnish with his Bid a guarantee in an amount equal Hundred Thousand Euros (€100,000). The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond or Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI AGENCY at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.

2.13.2 Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.

2.13.3 "Standby Letter of Credit" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.13.4 The following format may be used by the issuing financial institution to create a Standby Letter of Credit:

_____

[Issuing Financial Institution's Letterhead or Name and Address]
Issue Date _____
Standby Letter of Credit No. _____
Account party's name _____
Account party's address _____
For Contract No. _____ (for reference only)

To: The NATO Communications and Information Agency

Boulevard Leopold III

B-1040 Bruxelles, Belgique

1. We hereby establish this Standby Letter of Credit in your favour for one or more drawings up to Euro _____ (€_____). This Standby Letter of Credit is payable at [issuing financial institution's] office at [issuing financial institution's address and expires with our close of business on _____*.

2. We hereby undertake to honour your sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Standby Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Standby Letter of Credit on or before the expiration date or any subsequently extended expiration date specified by an amendment to this Standby Letter of Credit.

3. This Standby Letter of Credit is subject to the laws of The Kingdom of Belgium.

Sincerely,

_____

[Issuing financial institution]
* Insert anticipated Bid Validity Date

2.13.5 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

2.13.6 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date as may be extended by the purchaser, cause for the bid to be determined non-compliant.

2.13.7 Bid Guarantees will be returned to Bidders as follows:

(a) to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

(b) to all other unsuccessful Bidders within thirty (30) days following the award of the contract to the successful Bidder;

(c) to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties.

(d) Pursuant to paragraph 2.10.4 (b)

SECTION 3 - BID PREPARATION INSTRUCTIONS

3.1. GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein.

3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Partial bids will be declared non-compliant.

3.1.3 The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.

3.1.4 Bidders shall prepare their bid in 3 parts in the following quantities:

(a) Bid Administration (Part I):	1x Original
(b) Price Quotation (Part II):	1x Original & 1x Paper Copy with 1x Electronic Copy on CD-ROM
(c) Technical Proposal (Part III):	1x Original & 1x Paper Copy with 3x Electronic Copies on CD-ROM

3.1.5 Documents submitted in accordance with section 3.1.4 above shall be classified no higher than "NATO RESTRICTED" material. All the material of a NATO RESTRICTED nature must be submitted in accordance with national security procedures.

3.1.6 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders technical Proposal in whole or in part in the resulting contract.

3.2. BID ADMINISTRATION (Part I)

3.2.1 The "Bid Administration" Part shall contain a Bid Guarantee as described in Section 2.13 to these Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter in lieu of the actual Guarantee shall be included in the Bid Administration Package, specifying the details of the transmittal.

3.2.2 The following certifications shall be provided by completing the certificates set forth in Annexe A hereto, specifically:

(a)	A-1	Certificate of Legal Name of Bidder.
(b)	A-2	Certificate of Independent Determination.
(c)	A-3	Certificate of Bid Validity.
(d)	A-4	Certificate of Understanding
(e)	A-5	Certificate of Exclusion of Taxes, Duties and Charges.
(f)	A-6	Acknowledgement of Receipt of IFB Amendments

(g) A-7 Disclosure of Requirements for NCI AGENCY Execution of Supplemental Agreements.

(h) A-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights

(i) A-9 Certificate Of Compliance

(j) A-10 AQAP 2110 or Certificate of ISO-9001:2000 Compliance.

(k) A-11 List Of Prospective Sub-Contractors And Major Vendors.

(l) A-12 List of Key Personnel with Security Clearance Information.

3.2.3 The Cross Reference/Compliance Table – The Bidder shall confirm that he accepts and will perform the requirements in the Statement of Work, if awarded the contract, by completing and submitting the Cross Reference/Compliance table as detailed in Annex B. In this table the bidder shall include the references to the sections in his bid which describe how the respective requirements will be met.

3.2.4 A list of prospective sub-contractors/ consortium members (Annex A-11) shall be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately.

3.3. PRICE QUOTATION (Part II)

3.3.1 The Price Proposal in the form of the Bidding Sheets shall be prepared and submitted in the form of the Schedule of Supplies and Services (SSS) in Book II, Part I of this IFB.

3.3.2 The Bidders shall provide a breakdown of the cost for undertaking the level of effort required for tasks under CLINs 1 through 8 and O1 to O4 by completing the Pricing Summary (see Pricing Summary Instructions at Annex C) for each CLIN and entering the resultant Firm Fixed price in the appropriate columns.

3.3.3 Bidders shall quote in their own national currency or in Euro. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

(a) the currency is of a "participating country" in the project, and

(b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

3.3.4 Bidders are informed that the Purchaser, by virtue of his status stipulated in the provisions of the NCIO Charter, Article 67(e)(3), is exempt from all direct taxes (incl. VAT), and all customs duties on merchandise imported or exported. This provision reads as follows:

"Each participating nation undertakes to grant to NCI AGENCY under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NCI AGENCY or its appointed agents."

3.3.5 Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex A-5.

3.3.6 All prices quoted in the proposal shall be DDP (Delivery Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination. Including unloading and handling.

3.3.7 Except as required in the Bidding Instructions, no other documentation besides the Priced Proposal Sheets shall be included in the Price Quotation. Any other document of a contractual or technical nature will not be considered during evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.8 When completing the Bidding Sheets the Bidder shall insert information in all yellow cells. A price for each specified element shall be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Priced Proposal Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.3.9 Where an item specified in the requirement is no longer available, Bidders are requested to provide the nearest available equivalent which meets or exceeds the specifications of the item which it replaces. Bidders shall provide technical data on the alternative product in order to justify its inclusion.

3.3.10 The Bidder shall furnish firm fixed price quotations, for all proposed items including all options provided for in this IFB with any and all appropriate additions. Partial quotations shall be rejected.

3.3.11 The Bidder understands that there is no obligation under this contract for NCI AGENCY to exercise any of the optional line items and that NCI AGENCY bears no liability should it decide not to exercise the options (totally or partially). Further, NCI AGENCY reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

3.4. TECHNICAL PROPOSAL

3.4.1 Bidders shall prepare and submit a Technical Proposal for the ISAF Man-Portable AMN Capability (IMPAC) in the form of a draft Project Implementation Plan (PIP) as detailed in the Statement of Work (SOW) (Book II Part IV). The technical Proposal shall address each of the following areas below with the minimum information as requested in the paragraphs below and as implied by the related section in the SOW:

Section 1: Project Overview

Section 2: Applicable Documents

Section 3: Project Management

Section 4: System Design and Implementation

Section 5: Integrated Logistics Support / Configuration Management

Section 6: Quality Assurance and Control

Section 7: Documentation

Section 8: Training

Section 9: Testing and Acceptance

3.4.2 Cross Reference/Compliance Table

3.4.2.1 The Bidder shall complete the Cross Reference/Compliance Table at Annex B properly filled along with all the documentation required necessary to prove that the systems offered will meet the requirements described in Book II Part IV - Statement of Work. In this table the bidder shall include the references to the sections in his bid which describe how the respective requirements will be met.

3.4.2.2 The completed table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoir to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.3 Section 1: Project Overview

3.4.3.1 Section 1 of the PIP shall contain a Project overview, which shall provide an executive summary overview of the IMPAC and shall summarise the main features of each of the PIP sections and shall indicate how the Project will be executed during the full lifetime of the Project.

3.4.3.2 In this section, the Bidder shall demonstrate their ability to undertake this project and detail their experience as the Prime Contractor in the design and implementation of similar type of systems. Specifically, the Bidder shall identify the similarities of the system design delivered under recent previous contract(s) (last 5 years) to the system required under this procurement.

3.4.4 Section 2: Applicable Documents

3.4.4.1 In this Section the Bidder shall describe the reference documents used to ensure compliancy with of the Statement of Work.

3.4.5 Section 3: Project Management

3.4.5.1 In this Section the Bidder shall describe its proposed Project Management Office (PMO) and demonstrate how it meets the requirements in Section 3.2.2 of the Statement of Work.

3.4.5.2 The Bidder shall define their proposed management structure and provide a list of Key Personnel (Bidding Instructions Annex A-12) assigned to the Contractor's team and their respective roles, responsibilities and authority, as well as their qualifications, experiences and security clearances. The Key Personnel shall at a minimum include the Project Manager, the Technical Lead, the Test Director, the Fielding and Support Manager, Security Officer, Training Manager and Quality Assurance Manager in accordance with paragraph 3.2.2 of the SOW.

3.4.5.3 The Bidder shall identify (Bidding Instructions Annex A-11) all major Contractor operating units and any Sub-Contractors and Suppliers involved in the development of IMPAC capability, and a description of the portion of the overall effort or deliverable item for which they are responsible.

3.4.5.4 The Bidder shall describe the methodology for Project Control to meet the requirements of Section 3.5 of the SOW to include project reporting and proposed project meetings during the various phases of the Project.

3.4.5.5 The Bidder shall describe their Risk Management approach and shall provide a preliminary Risk Assessment and Risk Log that meets the requirements of Section 3.5.3 of the SOW and which realistically addresses the risks involved in the performance of the Contract and offers adequate, logical and pragmatic means for mitigating and controlling the risks.

3.4.6 Section 4: System Design and Engineering

3.4.6.1 Design

3.4.6.1.1. The Bidder shall provide a first, high level draft of the System Design Specification (SDS) in accordance with the information dictated by the SOW 4.3.2.:

a. With sufficient detail for the Purchaser to assess compliance with the Functional and Physical Requirements of IMPAC:
b. Physical and electrical integration of the IMPAC capability components including mass and power budgets;
c. A graphical presentation of the Power Unit, NU and IS Networking enclosures;
d. A graphical presentation Positioning of the IMPAC components inside the Transport Case and for desk usage

3.4.6.2. Integration

3.4.6.2.1 The Bidder shall describe their approach to ensuring

a. How the Bidder expects to achieve and can ensure interoperability and integration with the PFS and PFE in order to meet the functional and security requirements, including a draft network diagram.
b. An outline of the design of the IMPAC Power Unit.
c. How the Bidder expects to achieve and can ensure AFPL approval for the IMPAC (kit) components and the WOS .

3.4.6.3.Implementation

a. The Bidder shall provide a first, high level System Implementation Plan, following the structure in section 4.5 of the SOW, and outlining their approach to implementing each of the three Stages identified in sections 4.5.2/4.5.3/4.5.4 of the SOW.

3.4.7 Section 5: Integrated Logistics Support / Configuration Management

3.4.7.1 In this Section, the Bidder shall provide a high level description of the proposed Integrated Logistics Support Plan. This plan shall cover the requirements of the Prospective Contract as set forth in Section 5.1 of the Statement of Work.

3.4.7.1.2 Draft Maintenance Concept. The Bidder shall outline how he adopts the Maintenance processes and deliverables to the scope of this contract as requested in the SOW Section 5.1.1.3.2

3.4.7.1.3 Draft Transportation Plan. The Bidder shall outline how he adopts the Transportation processes and deliverables to the scope of this contract as requested in the SOW Section 5.4.1.

3.4.7.2 Configuration Management

3.4.7.1.1 In this Section, the Bidders shall provide a description of the overall Configuration Management Setup utilised by the corporation and provide high level description of tools used and methodology which demonstrate that the Prime Contractor conforms to the requirements of the Prospective Contract as directed in the SOW section 5.3

3.4.8 Section 6: Quality Assurance and Control

3.4.8.1 In this Section, the Bidders shall provide a description of the overall Quality Assurance/Quality Control Programme utilised by the corporation and provide copies of the applicable certificates (issued by National Governments or International Organisations such as ISO) which demonstrate that the Prime Contractor's Quality Programme conforms to the requirements of the Prospective Contract as directed in the SOW 6.1

3.4.9 Section 7: Documentation

3.4.9.1 In this section the Bidder shall describe how he proposes to comply with each of the documentation requirements of Section 7 of the SOW.

3.4.10 Section 8: Training

3.4.10.1 The Bidder shall provide a first, high level Project Training Plan, as per section 8 and section 5.1.1.3.4 of the SOW to include a Draft Training Plan.

3.4.11 Section 9: Testing and Acceptance

3.4.11.1In this section, the Bidder shall outline their approach to testing for the execution of the FAT, FAST and PSA tests, in order to meet the requirements in section 9.3 the SOW.

3.4.11.2 The Bidder shall provide a first, high level Project Test and Acceptance Plan which describes his approach to testing and addresses the conduct of tests described in 9.3, as per section 9.5.1 of the SoW.

3.4.11.3 The bidder shall have included evidence about their past recent experience, as the prime contractor, in conducting acceptance tests of similar type of systems.

3.5. PACKING AND MARKING OF BIDS

3.5.1 All copies of the Bid Administration Part, Price Quotation and Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:

(a) the name and address of the Bidder;

(b) the words "Sealed Bid – PROVISION OF ISAF IMPACs"

(c) the designating number: "IFB-CO-13589-OPL " followed by one of the following identifications as appropriate:

- "Bid Administration"
- "Price Quotation"
- "Technical Proposal"

3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing or shipping and clearly marked with the Purchaser's address, the Bidder's name and address and the following annotation shall be prominently printed on the top and sides:

"SEALED BID IFB-CO-13589-OPL NOTIFY ASG UPON RECEIPT!"

SECTION 4 - BID EVALUATION

4.1. General

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.5 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to his own or subcontractors' facilities and personnel.

4.1.6 The contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition). Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Price Proposal of each Bidder is evaluated first, and only the technical proposal of the apparent lowest priced bid is technically evaluated for compliance with the requirements of the Statement of Work. Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination in accordance with the Alliance Operations and Missions International Competitive Bidding Procedures (AC/4-D(2007)0003). In such a case the technical proposal of the Bidder who has submitted the apparent second lowest priced bid will be evaluated. The Bidder who has offered the lowest priced, technically compliant bid will then be offered the contract for award.

4.2. ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

4.2.2 The Bid was received by the Bid Closing Date and Time;

4.2.3 The Bid was packed and marked properly;

4.2.4 The Administrative Package contained all the information required in the originally signed copies and of the required Certificates in Annex A hereto;

4.2.5 The Administrative Package contained the Bid Guarantee;

4.2.6 Completeness of the IFB/BID Cross Reference/Compliance Sheet(s) in Annex B hereto;

4.2.7 Submission of the list of prospective sub-contractors/ consortium members completed or statement that no sub-contractors/consortium members involved;

4.2.8 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.2.9 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3. PRICE EVALUATION

4.3.1 Price Evaluation Criteria

(a) The Bid will be evaluated against the following criteria:

i. Compliance with the requirements for preparation and submission of the Price. Quotation set forth in the Bid Preparation Section (Book I, Section 3) and Instructions for Completing the Contractor's Pricing Summary (Annex C hereto)

ii. The Bidder must have furnished firm fixed prices for all items listed.

iii. All pricing data, i.e., quantities, unit prices, should be provided as reflected in the Schedule of Supplies and Services and the Bidding Sheets (at Annex C).

iv. Bid prices include all costs for items supplied, delivered, and supported.

v. The Bidder must have provided accurate unit price of each of the sub-items she/he added (if any).

vi. The currency of all line items is to be clearly indicated.

vii. The Bidder must have provided accurate unit price and total price for each line item.

viii. The grand total shall be accurate.

ix. Bidders shall quote in their own national currency or in the host nation currency, i.e., euros.

x. All prices should be accurately entered into appropriate columns, and accurately totalled.

xi. Bidders shall indicated that in accordance with the treaties governing the terms of business with NATO, exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.

xii. Price quotes for each individual item(s), and totalled prices are accurate and realistic, (based on historic data, and/or market and competitive trends in the specified industrial sectors).

(b) Lowest determined total Firm Fixed Price offered for the Contract as specified in the Schedule of Supplies and Services (SSS).

4.3.2 Determination of Lowest Firm Fixed Price

(a) General: In order to determine the lowest offered price the Purchaser will convert all prices quoted into EURO for purposes of comparison. The exchange rate to be utilised by the Purchaser will be the 'Spot' rates of the "European Central Bank" of the last working day preceding the Bid Closing Date.

(b) Basis of Price Comparison: The Total Price Offered for the Contract will be compared on the basis of the prices offered converted to EURO as stated in paragraph 4.3.2 (a) above. This total price shall include all CLIN Items 1 to 8 specified in the Bidding Sheets but excluding any options.

4.3.3 Price Realism

(a) Otherwise successful Bidders that submit a price quotation so low/ or so high that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer.

(b) Indicators of an unrealistically low bid may be the following, amongst others:

• Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the bidder's locality for the types of labour proposed.

• Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

• Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

(c) If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

• An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition or accept the Contract at the offered price, or to withdraw from the competition.

• The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincing and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

• The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons; the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

• If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.3.3(a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw with or without penalty in terms of drawing on the Bid Guarantee.

(d) If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.3.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.3.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.

(e) If the Bidder presents a convincing rationale pursuant to paragraph 4.3.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4. TECHNICAL CRITERIA

4.4.1 In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has met, after evaluation by the Purchaser, all the criteria which are listed in Book II, Part IV - Statement of Work.

4.4.2 The Cross-Reference Table will assist the Purchaser in assessing the Bidder's compliancy.

4.4.3 Scope:

(a) The bidder's response shall cover all requirements as stated explicitly in the SOW and, by reference, all of the Annexes.

4.4.4 Approach to compliance response:

(a) In response to the SOW requirements the Bidder is required to demonstrate the following:

- Understanding of the requirements (The What)
- Application of their knowledge and expertise, including management and technical, in addressing the requirements (The How).

4.4.5 Assessment of the Bidder response:

(a) In addition to confirmation of requirements compliancy, the Purchaser's detailed compliance assessment will focus on how (The how) the Bidder intends to satisfy all the requirements (The what). Hence, in preparing the Technical Proposal, the Bidder shall provide a description of how they intend to meet the requirements. The description should highlight their insight, application of expert knowledge showing a good understanding of the task and appreciation of issues and how they intend to address them.

4.4.6 The Bidders depth of descriptive response will need to be aligned with the granularity of the specific requirement statement.

4.4.7 A simple Bidders response stating it is compliant or the repetition of the words in the SOW requirement will be assessed as an inadequate response and non-compliant.

4.4.8 Compliance of the "Equipment Specifications" with the requirements of the IFB:

(a) The determination of technical compliance in "Equipment Specifications" will be made by the Purchaser on the basis of the Bidder offering the equipment that is specified in the Bidding Sheets without qualification or exception. Any deviation from this equipment may result in the determination that the Bid is non-compliant.

(b) Bidders may offer alternative equipment and services only in the case where the Bidder considers the equipment or service to be obsolete, out of production, or the manufacturer no longer supports the equipment. In such cases the Bidder may offer a replacement of equal or better performance.

(c) The Bidder shall identify the goods and/or services that are replaced and state the reason for the replacement. If a Bidder offers a replacement item, such replacement must be fully justified.

(d) If a Bidder offers a replacement item without adequate explanation or justification, or does not give a quotation for all the required items, the quotation will be determined to be non-compliant without further discussion and the Bidder shall have no recourse to such a determination.

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ANNEX A – CERTIFICATES

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A-1: CERTIFICATE OF LEGAL NAME OF BIDDER

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____
SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS _____
_____
_____
_____

E-MAIL ADDRESS _____
FAX NO: _____
BOA NO: _____

POINT OF CONTACT:
REGARDING THIS BID:
NAME: _____
POSITION: _____
TELEPHONE _____
E-MAIL ADDRESS _____
_____

ALTERNATIVE POINT OF CONTACT:
NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS _____

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

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A-2: CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:

   a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

   b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and

   c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:

   a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or

      (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and

      (ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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A-3: CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of Six (6) months from the Bid Closing Date of this Invitation For Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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A-4: CERTIFICATE OF UNDERSTANDING

I certify that

_____

_____

Company has read and fully understands the requirements of this Invitation For Bid (IFB) and that the bid recognises these requirements in total.

I also certify to the best of my expert knowledge that this bid is within the "state of art" boundaries as they exist at the time of bidding for this project.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

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A-5: CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement (see section 3.3.5 above).

Date

Signature of Authorised Representative

Printed Name

Title

Company

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A-6: ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following amendments to Invitation For Bid No IFB CO-13589-OPL have been received and the Bid as submitted reflects the content of such amendments:

Amendment Number	Date of Issued	Date of Receipt

Date

Signature of Authorised Representative

Printed Name

Title

Company

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A-7: DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorised representative of _____, certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my subcontractors, to be executed by the NCI AGENCY as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see ……
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful bidder may be cause for the NCI AGENCY to determine the submitted bid to be non-compliant with the requirements of the IFB;

6 We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the contract may be terminated by the Purchaser at no cost to either Party.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

Page intentionally left blank

A – 8: CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, he will perform the contract subject to the following conditions:

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

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A-9: CERTIFICATE OF COMPLIANCE

I hereby certify that the Bid submitted by _____ Company is fully compliant with the IFB-CO-13589-OPL contractual Special and General Provisions and the requirements of the Invitation for Bid (IFB-CO-13589-OPL) as stated therein.

This company foresees no difficulty in obtaining acceptance of any Prime Contract terms and conditions which are required to be passed on to subcontractors by this IFB.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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A-10: CERTIFICATE OF AQAP 2110 OR ISO 9001:2000 COMPLIANCE

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans that are equivalent to the AQAP 2110 or ISO 9001:2000 as evidenced through the attached documentation[1].

Date

Signature of Authorised Representative

Printed Name

Title

Company

[1] Bidders must attach copies of any relevant quality certification.

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A-11: LIST OF PROSPECTIVE SUB-CONTRACTORS AND MAJOR VENDORS

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Amount of Sub-Contract

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A-12: LIST OF KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION

Name	Role	Level of Clearance	Dates of Validity	Certifying Authority

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ANNEX B

CROSS REFERENCE MATRIX TABLE

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ANNEX B-TECHNICAL PROPOSAL CROSS REFERENCE MATRIX TABLE

BIDDING INSTRUCTION	EVALUATION CRITERIA SOW REFERENCE	BID REFERENCE
Section 1: Project Overview 3.4.1 Bidders shall prepare and submit a Technical Proposal for the IMPACs in the form of a draft Project Implementation Plan (PIP) as detailed in the Statement of Work (SOW -Book II Part IV). The technical Proposal shall address each of the following areas below with the minimum information as requested in the paragraphs below and as implied by the related section in the SOW: Section 1: Project Overview Section 2: Applicable Documents Section 3:Project Management Section 4:System Design and Implementation Section 5:Integrated Logistics Support / Configuration Management Section 6:Quality Assurance and Control Section 7:Documentation Section 8:Training Section 9:Testing and Acceptance	Paragraph 3.3 Project Implementation Plan 3.3.1.1. The Bidder has submitted a draft Project Implementation Plan (PIP), which describes how the Bidder will implement the totality of the Project, including details of the Project Controls that will be applied.	
3.4.2 Cross Reference/Compliance Table 3.4.2.1 The Bidder shall complete the Cross	The Bidder has completed the Cross Reference/Compliance Table at Annex B properly filled along with all the documentation required necessary to prove that the systems	

Reference/Compliance Table at Annex B properly filled along with all the documentation required necessary to prove that the systems offered will meet the requirements described in Book II Part IV - Statement of Work. In this table the bidder shall include the references to the sections in his bid which describe how the respective requirements will be met. 3.4.2.2 The completed table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoir to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	offered will meet the requirements described in Book II Part IV - Statement of Work.	
3.4.3 Section 1: Project Overview 3.4.3.1 Section 1 of the PIP shall contain a Project overview, which shall provide an executive summary overview of the IMPAC and shall summarise the main features of each of the PIP sections and shall indicate how the Project will be executed during the full lifetime of the Project.	Section 3.3.2 Project Overview 3.3.2.1. Section 1 of the PIP shall contain a Project overview, which shall provide an executive summary overview of the offered capability, shall summarise the main features of each of the PIP sections, and shall indicate how the Project will be executed during the full lifetime of the Project.	
3.4.4 Section 2: Applicable Documents 3.4.4.1 In this Section the Bidder shall describe the reference documents used to ensure compliancy with of the Statement of Work.	3.3.3.1. Section 2 of the PIP shall contain the list of documents or standards referenced by the other sections of the PIP.	
3.4.5 Section 3: Project Management 3.4.5.1 In this Section the Bidder shall describe its proposed	3.2.2. The Contractor shall establish and maintain a Project Management Office (PMO) to perform and manage all	

Project Management Office (PMO) and demonstrate how it meets the requirements in Section 3.2.2 of the Statement of Work.	efforts necessary to discharge all his responsibilities under this Contract.	
3.4.5. Section 3: Project Management 3.4.5.2 The Bidder shall define their proposed management structure and provide a list of Key Personnel (Bidding Instructions Annex B-12) assigned to the Contractor's team and their respective roles, responsibilities and authority, as well as their qualifications, experiences and security clearances. The Key Personnel shall at a minimum include the Project Manager, the Technical Lead, the Test Director, the Fielding and Support Manager, Security Officer and the Training Manager in accordance with paragraph 3.2.2 of the SOW.	3.2.2 The Contractor shall also provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project, as follows: Project Manager Technical Lead Test Director Quality Assurance Manager Fielding and Support Manager Training Manager Security Officer	
3.4.5 Section 3: Project Management 3.4.5.3 The Bidder shall identify (Bidding Instructions Annex A-11) all major Contractor operating units and any Sub-Contractors and Suppliers involved in the development of IMPAC capability, and a description of the portion of the overall effort or deliverable item for which they are responsible.	3.3.4.2 The PMP shall identify all major Contractor operating units and any Sub-Contractors and Suppliers involved in the development of the IMPAC, and a description of the portion of the overall effort or deliverable item for which they are responsible.	
3.4.5 Section 3: Project Management	3.5.1 and 3.5.2 The contractor shall provide Project Status Reports, host Project meetings, Design and Project Review	

3.4.5.4 The Bidder shall describe the methodology for Project Control to meet the requirements of Section 3.5 of the SOW to include project reporting and proposed project meetings during the various phases of the Project.	meetings in accordance with SOW 3.5.1 and 3.5.2.	
3.4.5 Section 3: Project Management 3.4.5.5 The Bidder shall describe their Risk Management approach and shall provide a preliminary Risk Assessment and Risk Log that meets the requirements of Section 3.5.3 of the SOW and which realistically addresses the risks involved in the performance of the Contract and offers adequate, logical and pragmatic means for mitigating and controlling the risks.	3.5.3.1 The Contractor shall establish and maintain an overall Risk Management process for the project. 3.5.3.2 This Risk Management process shall identify all risks (management, technical, schedule, and cost risks), evaluate each risk, and select a proposed response for each risk. 3.5.3.3 Evaluating each risk shall result in the risk being rated as High, Medium, or Low, based on its probability and impact.	
3.4.6 Section 4 System Design and Engineering 3.4.6.1 The Bidder shall provide proof that the components proposed to meet the SRS are consolidated, as per SOW 4.1.6 and 4.1.7 -> 4.1.7 (2)	4.1.6 The Contractor shall provide proof that the components proposed to meet the SRS (Appendix A) are consolidated, in terms of: (1) Products fielded by military units in similar environmental conditions as the Afghan climate, for similar purpose and available on the market, for not less than two (2) years, or evolutions of them (e.g. new generation replacing old)	

	(2) Life-cycle support structure in place, at least covering the CLS period (1+1+1 years) 4.1.7 Exceptions to the above shall be justified, either as: (3) Fielding of the hardware component(s) in high numbers (>100), with reliability figures (MTBF) collected over a period of not less than one (1) year (4) Life-cycle support to be undertaken by the Contractor in its full extent, in case of limited or deficient life-cycle support by subcontractors or by suppliers.	
3.4.6 Section 4 System Design and Engineering 3.4.6.2 The Bidder shall provide proof through manufacturer datasheets or Certificates of Compliance from an independent certified testing facility that the IMPAC (kit) components are compliant with the SOW on Environmental requirements (SOW A8) and Equipment Technical requirements (SOW A9)	A8 Environmental Requirements. A9 Equipment Technical Requirements. A.8.1.1 through to A8.8 The Contractor shall devise adequate packaging and conditioning solutions for the IMPAC case (and its components unless mentioned otherwise), aimed at fulfilling or exceeding the requirements below for operation, transport and storage….. A.9.1 IMPAC Networking equipment A.9.1.1 The Ethernet interfaces shall feature MDIX support to avoid the use of cross cables (if applicable). A.9.1.2 RS232 based console ports for local management	

	shall be available to the user (if applicable for the equipment). A.9.1.3 The networking equipment shall support VLAN trunking including a native VLAN, SSHv2, firewall functionality, PNAT, SNMPv3 and relevant security protocols and mechanisms. A.9.1.4 The NU and IS networking equipment (when connected to all peripheral equipment) shall each feature at least two unused Ethernet interfaces offering Power over Ethernet according to the 802.3af standard. A.9.1.5 The networking equipment shall implement the most recent Operating System or firmware suitable for operational (production) networks compatible with the Software used at the Anchor Points	
3.4.6 Section 4 System Design and Engineering 3.4.6.3 The Bidder shall provide proof through datasheets of the WOS and navigation system that these can be expected to be SRS compliant.	A.9.2 WAN Optimisation System (WOS) A.9.2.1 The WAN Optimisation System shall optimize the application performance of IS traffic and reduce the data rate and volume of WAN traffic transferred between the IMPAC and the IS Anchor Point over the bearers as described at the Connectivity requirements. A.9.2.2 The WOS shall optimize through application level protocol optimisation, caching and compression of at least the following protocols: (1) FTP, HTTP and HTTPS.	

	(2) MAPI, encrypted MAPI, MAPI over SSL, OutlookAnywhere, SMTP, SMTP over SSL. (3) CIFS with signed and unsigned SMB (1.0, 2.0, 2.1). (4) Kerberos and NTLM. (5) SharePoint. (6) Microsoft-SQL. A.9.2.3 The WOS shall optimize other TCP traffic through transport level protocol optimisation, caching and compression. A.9.2.4 The WOS shall appear transparent to the client and servers, i.e. not change the client IP address as seen from the server. A.9.2.5 The WOS shall be composed of a WOS server in the ISAF Anchor Point at SHAPE, and WOS software clients on the IMPAC laptops. A.9.2.6 The WOS shall support both in-line and out-of-path setups	
3.4.6 Section 4 System Design and Engineering 3.4.6.1.1. The Bidder shall provide a first, high level draft of the System Design Specification (SDS) in accordance with the information dictated by the SOW 4.3.2.: a. With sufficient detail for the Purchaser to assess compliance with the Functional and Physical	4.3.2 System Design Specification (SDS) 4.3.2.1 The Contractor shall establish and maintain the IMPAC capability System Design Specification (SDS). 4.3.2.2 The System Design Specification (SDS) shall include the following information:	

Requirements of IMPAC: b. Physical and electrical integration of the IMPAC capability components including mass and power budgets; c. A graphical presentation of the Power Unit, NU and IS Networking enclosures; d. A graphical presentation Positioning of the IMPAC components inside the Transport Case and for desk usage .	(1) Functional breakdown of the IMPAC capability. (2) Physical breakdown of the IMPAC capability into Hardware, Software and Firmware Configuration Items (CI, refer to §5.3.1 for CI identification). The breakdown shall include the number of licenses for each Software CI, with traceability to the functional breakdown. (3) Physical and electrical integration of the IMPAC capability components, including mass and power budgets and the positioning of the IMPAC components inside the Transport Case. (4) Integration of the IMPAC capability components with the PFS to meet the functional requirements of the SRS. (5) Identification of COTS versus developmental items. (6) Description of the inter-working of all components to meet the system requirements (physical interfaces between components, data flows). (7) Deployment and Operation principles of the IMPAC capability: overview of how users will make use of the provided functionality, of how administrators and network managers will monitor	

	and control the system. (8) Recommended Spare Parts List (RSPL), including itemised prices for each part.	
3.4.6 Section 4 System Design and Engineering 3.4.6.2. Integration 3.4.6.2.1 the Bidder shall describe their approach to ensuring: a. How the Bidder expects to achieve and can ensure interoperability and integration with the PFS and PFE in order to meet the functional and security requirements, including a draft network diagram. b. An outline of the design of the IMPAC Power Unit c. How the Bidder expects to achieve and can ensure AFPL approval for the IMPAC (kit) components and the WOS.	4.4. System Integration 4.4.1. General 4.4.1.1. The Contractor shall be responsible for the integration of the IMPAC capability. This means: (1) Integration of the components that constitute the IMPAC. (2) Integration of the IMPAC (kit) with Purchaser Furnished Services (PFS) as per §4.4.3. (3) Integration in the IMPAC (kit) of Purchaser Furnished Equipment (PFE) as per §4.4.4. (4) Integration of the WAN Optimisation System as per §4.4.6.	
3.4.6 Section 4 System Design and Engineering 3.4.6.3 The Bidder shall provide a first, high level System Implementation Plan, following the structure in section 4.5 of the SOW, and outlining their approach to implementing each of the three Stages identified in sections 4.5.2/4.5.3/4.5.4 of	4.5. System Implementation 4.5.1 General (a) As introduced in § 1.3.3 of this SoW, the system	

the SOW	implementation by the contractor shall span over the following three stages: (1) Stage 1: Factory Integration and Testing followed by in-garrison Configuration, Provisioning, Testing and Training . (2) Stage 2: In-theatre Testing, Training, Acceptance and technical transfer. (3) Stage 3: Final System Acceptance (FSA) after which the 1 year warranty commences. 4.5.1.2 The implementation of the above three stages shall be outlined in the System Implementation Plan (SIP), to be included under Section 4 of the PIP. Like the PIP, the SIP shall be updated through the project, and shall be subject of review at each Project Review Meeting (PRM), until and including FAST	
3.4.7 Section 5: Integrated Logistics Support / Configuration Management 3.4.7.1 In this Section, the Bidder shall provide a high level description of the proposed Integrated Logistics Support Plan. This plan shall cover the requirements of the Prospective Contract as set forth in Section 5.1 of the Statement of Work.	5.1.1 Integrated Logistics Support Plan (ILSP) 5.1.1.1 The Contractor shall develop and maintain the Integrated Logistics Support Plan (ILSP). The ILSP shall describe in detail all stakeholders, their responsibilities and the procedures to follow, that are relevant to sustaining the IMPAC capability and its associated support system during the in-service period, starting from FSA to End of Life. The ILSP shall encapsulate, at a minimum, all Support Element Plans and Concepts as defined below;	

	5.1.1.2 The ILSP shall be structured as follows, but is not limited to: 5.1.1.2.1 Introduction, 5.1.1.2.2 Scope and Purpose, 5.1.1.2.3 Product Baseline (PBL; ref 2.2.1, ACMP-1) description and background, 5.1.1.2.4 References and Definitions	
3.4.7 Section 5: Integrated Logistics Support / Configuration Management 3.4.7.1.2 Draft Maintenance Concept. The Bidder shall outline how he adopts the Maintenance processes and deliverables to the scope of this contract as requested in the SOW Section 5.1.1.3.2	5.1.1.3.2 Maintenance Concept 5.1.1.3.2.1 The Contractor shall develop and maintain the Maintenance Concept for the PBL that defines the maintenance environment, constraints, locations, procedures, artefacts, organisation and personnel skills to maintain the PBL	
3.4.7 Section 5: Integrated Logistics Support / Configuration Management 3.4.7.1.3 Draft Transportation Plan. The Bidder shall outline how he adopts the Transportation processes and deliverables to the scope of this contract as requested in the SOW Section 5.4.1	5.4 Packing, Handling, Storage and Transportation (PHS&T) 5.4.1 Development and maintenance of the Transportation Plan. 5.4.1.1 The Contractor shall provide the Transportation Plan twenty (20) working days before the first delivery in electronic format; 5.4.1.2 The Transportation Plan shall describe the end-to-end route and stages of the PBL CI transportation from the Contractor's origin to its final operational destination	

3.4.7 Section 5: Integrated Logistics Support / Configuration Management 3.4.7.2 Configuration Management 3.4.7.1.1 In this Section, the Bidders shall provide a description of the overall Configuration Management Setup utilised by the corporation and provide high level description of tools used and methodology which demonstrate that the Prime Contractor conforms to the requirements of the Prospective Contract.	5.3 Configuration Management	
3.4.8 Section 6: Quality Assurance and Control 3.4.8.1 In this Section, the Bidders shall provide a description of the overall Quality Assurance/Quality Control Programme utilised by the corporation and provide copies of the applicable certificates (issued by National Governments or International Organisations such as ISO) which demonstrate that the Prime Contractor's Quality Programme conforms to the requirements of the Prospective Contract.	SOW 6.1 Quality Assurance Program 6.1.1 The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) program throughout the Contract lifetime. This program shall be in accordance with the compliance documents, and shall meet the requirements of ISO 9001:2008 6.1.2 The QA program shall apply to all services and all products (both management products and specialist products) to be provided by the Contractor under this Contract (this includes all hardware and Software COTS as well as developed for this project – documentation and supplies that are designed, developed, acquired, maintained or used, including deliverable and non-deliverable items.). 6.1.3 The QA program shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production,	

	purchasing, installation, inspection, testing, configuration management and customer support of all services and all products (both management products and specialist products), in accordance with the requirements of this Contract. 6.1.4 The Contractor shall include certificates of the same nature for all major sub-contractors who are expected to manufacture and deliver critical elements of the system and show how the provisions of the Prospective Contract regarding QA/QC will be inserted in all subcontracts and enforced by the Prime Contractor. 6.1.5 The QA program shall be described in detail in the Quality Assurance Plan (QAP, Section 6 of the PIP). 6.1.6 The QAP shall clearly indicate the QA activities, responsibilities, and controls for the Contractor and any sub-Contractors	
3.4.9 Section 7: Documentation 3.4.9.1 In this section the Bidder shall describe how he proposes to comply with each of the documentation requirements of Section 7 of the SOW	7.1 – 7.2.6.5 Bidders shall describe how they will comply with the requirements laid out in section 7 of the SOW.	
3.4.10 Section 8: Training 3.4.10.1 The Bidder shall provide a first, high level Project Training Plan, as per section 8 and 5.1.1.3.4.1of the SoW	SOW8.1, 8.2 , 8.3, 8.4 Bidders shall show how they intend to deliver training to Europe and In theatre locations with differing courses for Maintainers and Users.	

	SOW 5.1.1.3.4.1 The Contractor shall develop and maintain the Training Plan (POI Document-III) that defines the Training Enabling Objectives (EOs), teaching points, methods, timings, schedule, resources and references, using the template from Bi-SC Directive 75-7 Annex-J	
3.4.11 Section 9: Testing and Acceptance 3.4.11.1 In this section, the Bidder shall outline their approach to testing for the execution of the FAT, FAST and PSA tests, in order to meet the requirements in section 9.3 the SOW.	SOW 9.2.1.3 The Testing Approach shall comprise four test sessions as follows: (1) The Factory Acceptance Tests (FAT), at the Contractor's premises (2) Site acceptance tests, as: (a) First Article System Acceptance Tests (FAST), at NCIA SD, for the first IMPAC unit. (b) Subsequent testing of all ten (10) units at NCIA SDEL Sector Mons under Provisional System Acceptance (PSA). (c) Functional testing followed in theatre (Depot 26)	
3.4.11 Section 9: Testing and Acceptance 3.4.11.2 The Bidder shall provide a first, high level Project Test and Acceptance Plan which describes his approach to testing and addresses the conduct of tests described in 9.3, as per section 9.5.1 of the SoW.	SOW 9.3 Testing Sequence SOW 9.5 Test and Acceptance Plan SOW 9.5.1 The Test and Acceptance Plan (TAP, Section 9	

3.4.11.3 The bidder shall have included evidence about their past recent experience, as the prime contractor, in conducting acceptance tests of similar type of systems.	of the PIP) shall comprise the following documents: (1) The Project Test Plan (PTP, refer to §9.5.3.); (2) Any submitted test waivers together with supporting material (refer to §9.5.4.); (3) The RTM, updated with test-related information (refer to §9.5.5**Error! Reference source not found.**.); (4) Any Off-specifications reports, if applicable (refer to §9.9). SOW 9.5.2 The Purchaser will review the Contractor's TAP for correctness, completeness, and acceptance	

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ANNEX C – INSTRUCTIONS FOR BIDDING SHEETS

I. See separate document.

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets attached at Book II Part I "Schedule of Supplies and Services "hereto following the instructions detailed on the next page.

2. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.

3. The total price shall be indicated in the appropriate columns and in the currency quoted.

4. The total price shall be the price of the basic contract and excluding the options (CLINs 1. through 8).

5. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies.

6. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices.

7. The following example is offered as illustration:

   (a) Project Management CLINs 1. 1 through 1. 6 shall add to the Total at CLIN 1.

8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

II. COMPLETING SECTION 2 (Pricing Summary Breakdown)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder has to use a separate Sheet, if needed, adding additional sheets per Subcontractor per CLIN and/or if multiple currencies are used. Change the currency in the header of the Sheets if necessary.
Reference to the appropriate SubClins is mandatory.

1. DIRECT MATERIAL
Insert equipment Item name(s)
A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and include the basis for pricing (vendor quotes, invoice prices, etc.).
B. Subcontracted Items: Items procured through sub contracts as part of the proposed solution. Please provide subcontractor quotes or invoices.
C. Other:
(1) Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.
(2) Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

2. MATERIAL OVERHEAD
This is the overhead charged to prices for material handling and/or other overhead associated with material costs. This may or may not apply to your prices.

3. DIRECT LABOUR (including Sub contracted Labour)
Show the hourly rate and the total hours for the categories and disciplines of direct (or subcontracted) labour proposed. Indicate whether actual rates or escalated rates are used. If escalation is included, state the degree (per cent) and rationale used.

4. LABOUR OVERHEAD
This is labour overhead, if different overhead rates are applied, please specify the different labour categories.

5. OTHER DIRECT COSTS
A. Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary. This includes items that are either manufactured or procured and considered as developmental (non-recurring) items required validating the design. This could include unique to type testing equipment. For software projects, this includes any special equipment required for software testing purposes. Everything else is considered as Direct Material.
B. Travel. Identify total cost for transportation and per diem rates. Provide number of people travelling * number of trips, unit price of each identified trip.
C. Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.

D. Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing.

6. GENERAL AND ADMINISTRATIVE EXPENSE
This is the overhead charged for Sales, General and Administrative (SG&A) expenses or General and Administrative (G&A) expenses.

7. FEE OR PROFIT
Enter the total of all proposed Fee or Profit.

8. OTHER FACTORS
This would be any other overhead factors applied to Bidders prices.

9. GRAND TOTAL
This is the Bidders final Firm Fixed Price total for the identified CLIN and should in essence match the price entered in the corresponding SSS in Section 1 of the bidding sheets.

IFB-CO-13589-OPL- Book I- Annex D

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

INVITATION FOR BID

IFB-CO-13589-OPL

PROVISION OF IMPACs

Clarification Requests Form

IFB-CO-13589-OPL- Book I- Annex D

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1				
A.2				
A.3				

IFB-CO-13589-OPL- Book I- Annex D

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				

TECHNICAL				
Serial NR	IFB REF	QUESTION	ANSWER	Status
T.1				
T.2				
T.3				

							Bidder to Insert:	MONETARY CURRENCY of BID:				
	IMPAC Deployable kits SCHEDULE OF SUPPLIES AND SERVICES IFB CO-13589-OPL											
CLIN	**Description**	**Type (supplies or service)**	**Format**	**SOW Reference**	**1st Delivery or Start**	**Final Delivery or Baseline Delivery**	**Location**	**Unit of Measure**	**Currently authorised QTY**	*** Optional maximum additional QTY**	**Unit price**	**Total price**
1	**Project Management**											
1.1	Project Management	Service	n/a	SOW SECTION 3	EDC	EDC + 29 weeks		EA	1	n/a		**0**
1.2	Project Implementation Plan (PIP)	Document/Portal Post, including	Paper/ Electronic	SOW SECTION 3.3	EDC + 2 weeks	EDC + 3 weeks	NCI Agency Brussels	EA	1	n/a		**0**
1.3	Project Master Schedule (PMS)	Document/Portal Post	Paper/ Electronic	SOW SECTION 3.4	n/a	EDC + 3 weeks	NCI Agency Brussels	EA	1	n/a		**0**
1.4	Project Status Reports (PSR)	Document/Portal Post	Paper/ Electronic	SOW SECTION 3.5.1	EDC + 4 weeks	Monthly to FSA	NCI Agency Brussels	Set	1	n/a		**0**
1.5	Integrated Logistics Support Plan (ILSP)	Document	Paper/ Electronic	SOW SECTION 5	EDC + 4 weeks	EDC +8 weeks	NCI Agency Brussels	EA	1	n/a		**0**
1.6	Project Review Meetings	Service	meeting	SOW SECTION 3.5.2.3	EDC + 4 weeks	Monthly to FSA	NCI Agency Brussels	Set	1	n/a		**0**
	TOTAL CLIN 1											**0**
2	**System Design**											
2.1	System Design Specification (SDS)	Document/Portal Post	Paper/ Electronic	SOW SECTION 4.3.2	EDC + 4 weeks	FAT	NCI Agency Brussels	EA	1	n/a		**0**
2.2	System Design Reviews	Service	Meeting	SOW SECTION 4.3.3	EDC + 4 weeks	EDC + 6 weeks	NCI Agency Brussels	set	1	n/a		**0**
	TOTAL CLIN 2											**0**

CLIN	Description	Type (supplies or service)	Format	SOW Reference	1st Delivery or Start	Final Delivery or Baseline Delivery	Location	Unit of Measure	Currently authorised QTY	* Optional maximum additional QTY	Unit price	Total price
3	**Stage 1 Implementation (in Factory and in NCI Agency Mons BE/Brunssum)**											
3.1	10 IMPACs assembly	Service	Labor	SOW SECTION 4.5	EDC + 6 weeks	EDC + 12 weeks	Contractor Factory	EA	1	n/a		**0**
3.2	Factory Acceptance Test (FAT) and report	Service/Document	Support	SOW SECTION 9.3.1	EDC + 6 weeks	EDC + 14 weeks	Contractor Factory	EA	1	n/a		**0**
3.3	First Article System Test (FAST) , incl. Security Test and Evaluation	Service/Document	Support	SOW SECTION 9.3.2	EDC + 6 weeks	EDC + 17 weeks	NCI Agency Mons BE	EA	1	n/a		**0**
3.4	Provisional System Acceptance (PSA) test and report	Service/Document	Support	SOW SECTION 9.3.3	EDC + 6 weeks	EDC + 19 weeks	NCI Agency Mons BE	EA	1	n/a		**0**
3.5	Perform Stage #1 Training (Europe)	Service	Support	SOW SECTION 4.5.2, 8	EDC + 6 weeks	EDC + 19 weeks	NCI Agency Brunssum NL	Set	1	n/a		**0**
3.6	Transportation of Equipment to NCI Agency Mons and to NCI Agency Brunssum NL	Service	Support	SOW SECTION 5.4	EDC + 6 weeks	EDC + 15 weeks	NCI Agency Brunssum NL	Set	1	n/a		**0**
	TOTAL CLIN 3											**0**
4	**Stage 2 Implementation (in ISAF)**											
4.1	End to End Functional Test	Document	Support	SOW SECTION 4.5.3	n/a	EDC + 22 weeks	ISAF	EA	1	n/a		**0**
4.2	Perform Stage #2 Training (ISAF)	Service	Support	SOW SECTION 8	n/a	EDC +22 Weeks	ISAF	Lot	1	1		**0**
	TOTAL CLIN 4											**0**
5	**Product Baseline**	**Supplies**			**1st kit for FAST**	**Remaining 9 kits**						
5.1	IMPAC (without GPS and laptop)	Supplies	Equipment	Supplies	EDC + 16 weeks	EDC + 18 weeks	NCI Agency Mons/Brunssum	EA	10	10		**0**
5.1bis	laptop	Supplies	Equipment	Supplies	EDC + 16 weeks	EDC + 18 weeks	NCI Agency Mons/Brunssum	EA	10	10		**0**
5.2	Integration of PFE, PFS	Service	Support	SOW SECTION 4.4.3, 4.4.4	EDC + 16 weeks	n/a	NCI Agency Mons/Brunssum	EA	1	n/a		**0**
5.3	Integration of BGAN Terminals	Service	Support	SOW SECTION 4.4.5	EDC + 16 weeks	n/a	NCI Agency Mons/Brunssum	EA	1	n/a		**0**
5.4	Integration of WOS	Service	Support	SOW SECTION 4.4.6	EDC + 16 weeks	n/a	NCI Agency Mons/Brunssum	EA	1	n/a		**0**
5.5	Software License	Supplies	Paper/ Electronic	SOW Annex A	EDC + 16 weeks	EDC + 18 weeks	NCI Agency Mons/Brunssum	EA	1	n/a		**0**
	TOTAL CLIN 5											**0**
6	**Documentation**	**Supplies**										
6.1	Documentation	Document/Portal Post	Paper/ Electronic	SOW SECTIONS 5,6, 7 & 8	n/a	EDC + 15 weeks	NCI Agency Brunssum NL/ NCIA portal	EA	1	n/a		**0**
	TOTAL CLIN 6											**0**

CLIN	Description	Type (supplies or service)	Format	SOW Reference	1st Delivery or Start	Final Delivery or Baseline Delivery	Location	Unit of Measure	Currently authorised QTY	* Optional maximum additional QTY	Unit price	Total price
7	**Stage 3 Implementation**											
7.1	Perform Final System Acceptance (FSA)	Service	Meeting/ Service	SOW SECTION 9.4	n/a	EDC +28 Weeks	NCI Agency Brussels BE	set	1	n/a		**0**
	TOTAL CLIN 7											**0**
8	**Support**	**Supplies**										
8.1	Provision of CM, Training, Support and Maintenance	Service	n/a	SOW SECTION 5, 8	PSA	FSA	NCI Agency/ISAF	EA	1	n/a		**0**
8.2	Warranty (1 year)	Service	n/a	SOW SECTION 5	FSA	FSA + 1 year	NCI Agency/ISAF	EA	1	n/a		**0**
	TOTAL CLIN 8											**0**
	GRAND TOTAL FIRM FIXED PRICE (CLINS (1-8)											**0**
O	**Non Evaluated Options**											
O1	Civilian GPS	Supplies	Equipment	SOW Appendix A	EDC + 16 weeks	EDC + 18 weeks	NCI Agency Mons/Brunssum	EA	0	20		**0**
O2	Spares Pack	Service	Equipment	SOW Appendix A	EDC + 22 weeks	FSA + 24/36 months	NCI Agency Brunssum NL	1 Year EA	0	2		**0**
O3	Warranty (2nd year)	Service	n/a	SOW SECTION 5	FSA+1year	FSA + 2 years	NCI Agency/ISAF	EA	0	1		**0**
O4	Warranty (3rd year)	Service	n/a	SOW SECTION 5	FSA+2years	FSA + 3 years	NCI Agency/ISAF	EA	0	1		**0**

BIDDER PRICING SUMMARY BREAKDOWN : CLIN x *(identify here the CLIN)*				**Currency :**	
DETAILED DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL	QUANTITY	UNIT COST	SUM COST	TOTAL COST	REFERENCE (SubCLIN)
A. PURCHASED PARTS					
B. SUBCONTRACTED ITEMS					
C. OTHER- (1) Raw Material					
(2) Standard Commercial Items (COTS)					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (RATE % X TOTAL COST BASE)					
3. DIRECT LABOR (indicate labour categories)					
TOTAL DIRECT LABOR					
4. LABOR OVERHEAD	O.H. RATE				

TOTAL LABOR OVERHEAD					
5. OTHER DIRECT COSTS					
A. SPECIAL EQUIPMENT/CFE/NFE					
B. TRAVEL					
(1) TRANSPORTATION					
(2) PER DIEM					
C. CONSULTANTS OTHER SERVICES					
D. OTHER					
TOTAL DIRECT COST & OVERHEAD					
6. GENERAL & ADMINISTRATIVE (G&A) (RATE % X TOTAL COST BASE)					
7. TOTAL ESTIMATED FEE/ PROFIT %					
8. OTHER FACTORS					
9. GRAND TOTAL (equal to total of corresponding CLIN in section 1)					

NOTES:
Please indicate pricing details for those categories specified as "Other" including "Other Factors."
Additional spread sheets may be used for specific details.

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PROVISION OF IMPACs

BOOK II - PART II

CONTRACT SPECIAL PROVISIONS

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PART II
CONTRACT SPECIAL PROVISIONS - INDEX OF CLAUSES

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1. ORDER OF PRECEDENCE

1.1. In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

(a) The Signature Page

(b) The Schedule of Supplies and Services, Part I

(c) The Contract Special Provisions, Part II

(d) The Contract General Provisions, Part III

(f) The Statement of Work, Part IV and Annexes thereto

(h) The Contractor's Proposal

2. TYPE OF CONTRACT

2.1. This is a Firm Fixed Price Contract.

3. SCOPE OF WORK PROVIDE IMPAC

The scope of this contract is to provide services and supplies to design, integrate, test, implement, and provide Contractor Logistics Support for ten (10) IMPACs (ISAF Man Portable Afghan Mission Network Capability). The IMPACs shall be implemented as highly portable CIS assets that can access the Afghan Mission Network (AMN) in ISAF. The IMPACs are to be integrated by the Contractor, at the factory, tested and integrated in the current AMN network, first at the Purchaser's in-garrison facilities (Mons in Belgium, and Brunssum in The Netherlands), and in theatre (Depot 26 in Kabul, Afghanistan) as per Book II, Part IV - Statement of Work.

4. PARTICIPATING COUNTRIES

4.1. The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVENIA, SLOVAKIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

4.2. The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any NATO member country and in Afghanistan. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries and Afghanistan.

4.3. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating country.

4.4. The intellectual property rights to all designed documentation and system operating software shall reside in NATO member countries, and no license fees, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

5. PRICE

5.1. Firm Fixed Price

Firm Fixed Prices are established for the items defined in Part I - Schedule of Supplies and Services. The Firm Fixed Prices include all expenses. The Purchaser assumes no liability for cost incurred by the

Contractor in excess of the stated Firm Fixed Prices except as provided under other provisions of this Contract.

5.2. Option Price

The optional prices given in the Part I - Schedule of Supplies and Services, are fixed for the duration of the contract.

6. TRAVEL & PER DIEM

6.1. All travel and per diem costs are included in the Firm Fixed Prices, together with cost of lodging and subsistence costs for all individuals.

7. TRANSPORTATION OF EQUIPMENT

7.1. All supplies covered under this Contract, including Purchaser Furnished Equipment (PFE) and items shipped under warranty for repair or otherwise, shall be transported to and from all destinations at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

8. PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS

8.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 – “Changes” of the Contract General Provisions.

8.2. Changes, modifications, follow-on contracts of any nature, and claims shall be priced in accordance with Clause 19 – “Pricing of Changes, Amendments and Claims” of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex to the Contract General Provisions.

8.3. Except otherwise provided for in this contract, prices quoted for the above-mentioned changes, modifications, etc shall have a minimum validity period of six (6) months from submission.

9. INVOICES AND PAYMENT

9.1. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.

9.2. The term of the contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

9.3. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

9.4. No payment will be made for additional items delivered that are not specified in the contractual document.

9.5. The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties in accordance with Clause 26 - “Taxes and Duties” of the Contract General Provisions.

9.6. The Purchaser shall not bear any liability related to financial guarantees, which the Contractor is required to provide under this Contract.

9.7. The Purchaser is released from paying any interest resulting from any reason whatsoever.

9.8. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.

9.9. The invoice shall contain the following certificate:

“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”

The certificate shall be signed by a duly authorised company official on the designated original.

9.10. Invoices shall be submitted to:

NCI AGENCY Financial Management Resource Centre (FMRC)
Boulevard Léopold III
B-1110 Brussels
Belgium

9.11. NCI AGENCY will make payment within 60 days of receipt by NCI AGENCY of a properly prepared and documented invoice.

9.12. The Contractor shall be entitled to submit invoices after each Milestone has been reached and approved. The following payment shall be made after delivery of below milestones:

- Project Management: 50% of value of CLIN 1 after delivery of first version of ILSP, remaining 50% after FSA.
- System design : 90% of value of CLIN 2
- Stage 1 : 90% of value of CLIN 3
- Stage 2 : 90% of value of CLIN 4
- Product Baseline : 90% of value of CLIN 5
- Documentation: 90% of value of CLIN 6
- Stage 3 (FSA): 100% of value of CLIN 7
-

- Support: 50% of value of CLIN 8.1 after PSA
  50% of value of CLIN 8.1 after FSA
- Warranty: 100% of value of CLIN 8.2 after FSA

The above withheld % amount will be released together with the payment related to the invoice of FSA after successful completion of CLIN 7.

9.13. If options (additional quantities of CLIN 4.2, 5.1, 5.1bis or CLINs O1 to O4 are exercised, the Contractor shall invoice upon written acceptance of the item(s) from the Purchaser, for the amount of the applicable item(s) delivered or performed at the price set forth in the Schedule of Supplies and Services for that item.

10. LIQUIDATED DAMAGES

1.1 If the Contractor fails to:

(a) meet the delivery schedule of the deliverables or any specified major performance milestones specified in the Schedule of Supplies and Services, or any agreed extension thereof, or

(b) deliver and obtain acceptance of the deliverables or to acceptably perform the services within the time specified in the Schedule of Supplies and Services, or any agreed extension thereof,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser liquidated damages of one per cent (1%) of the value of the associated payment set forth in the schedule of payments provided in the Contract Special Provisions for each week of delinquency in achieving the milestone. These liquidated damages shall begin to accrue on the first working day after the date on which the delivery/performance was to have been reached.

10.2. The total accumulated amount of liquidated damages which may be assessed under the above paragraph shall not exceed (10) ten per cent of the total Firm Fixed Price concerned.

10.3. In addition, the Purchaser may terminate this Contract in whole or in part, as provided under Clause 38 – “Termination for Default” of the Contract General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in the said Clause.

10.4. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined under Clause 38 – “Termination for Default” of the Contract General Provisions. In such event the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of fact justify an extension.

10.5. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:

(a) By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.

(b) By proceeding against any surety.

(c) By reclaiming such damages through appropriate legal remedies.

11. SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

11.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to contract signature, the Purchaser may terminate this contract for Default, in accordance with Clause 38 – "Termination for Default" of the Contract General Provisions.

11.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed contract between the Parties, and the Parties and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

12. APPLICABLE REGULATIONS

12.1. The Contractor shall be responsible for obtaining permits or licences to comply with national codes, laws and regulations or local rules and practices of the country of installation with the respect of any works carried out at the designated installation sites stated under this Contract.

12.2. The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of installation's safety provisions.

12.3. In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' security Officer.

13. RIGHTS IN TECHNICAL DATA

13.1. Subject to the rights of third parties and to existing rights of “Company” arising otherwise than by virtue of the Order, and with due regard to national security regulation all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of the Order, including any technical data specification, report drawing, computer software data,. computer programmes, computer databases, computer software documentation including software documentation, design data, specification, instructions, test procedures, training material produced or acquired in the course of such work and in particular all rights including copyright therein, shall vest in and shall be the sole and exclusive property of the Purchaser.

14. SECURITY

14.1. The security classification of this contract is NATO UNCLASSIFIED, Releasable to ISAF.

14.2. In the performance of all works under this contract it shall be the Contractor’s responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the Purchaser and by the local sites.

14.3. Contractor and /or Subcontractor personnel employed under this contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including “NATO SECRET” are handled shall be required to have NATO security clearance up to this level. It shall be the Contractor’s responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser by the relevant national security authority for the duration of the contract in its entirety.

14.4. Failure to obtain or maintain the required level of security for Contractor personnel for the period of performance of this contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 38 – “Termination for Default” of the Contract General Provisions.

14.5. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with the applicable security regulations.

14.6. The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

15. INDEPENDENT CONTRACTOR

15.1. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

15.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.

16. NON DISCLOSURE AGREEMENT

16.1. All Contractor and sub-Contractor personnel working at any NATO Organisation / Commands premises or having access to NATO classified / commercial-in-confidence information must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI AGENCY Contracting Officer prior to the commencement of any performance under this Contract.

17. INSURANCES

17.1. The Contractor is responsible for providing the necessary insurances for his personnel and the equipment as needed in the area of operations and for performing the Contract.

18. CARE AND DILIGENCE OF PROPERTY

18.1. The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment, and vegetation (such as trees, shrub and grass) on the work site.

18.2. If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, he shall fix or replace the damage as directed by the Purchaser and at no expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

18.3. The Purchaser will exercise due care and diligence for the Contractor's furnished equipment and materials on site. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.

18.4. The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

19. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

19.1. The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.

19.2. Specifically, personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract. The selection of adequate personnel shall remain sole responsibility of the Contractor.

20. CONTRACTOR PERFORMANCE IN OPERATIONAL AREA – AFGHANISTAN

20.1. The Contractor shall ensure that all Contractor's and sub-Contractor's personnel are aware of the travel arrangements for personnel going into Afghanistan and the personnel protection requirements whilst in theatre as set out in the following paragraphs.

20.2. Coordination of travel to and from Afghanistan, including booking seats on commercial aircraft, luggage arrangements and timing shall be the Contractor's responsibility, the cost of which shall be included in the firm fixed price of this Contract.

20.3. All travel of Contractor personnel to Afghanistan shall be fully coordinated with the Purchaser, a minimum of 3 weeks in advance. While deployed in Afghanistan all Contractor personnel shall hand carry the following documents:

(a) Valid NATO Security Clearance (to be arranged by the Contractor through their national authorities)

(b) Letter of Assignment to ISAF (to be requested from the Purchaser)

(c) NATO Travel Order (to be requested from the Purchaser)

(d) Valid Passport

(e) Valid VISA for Afghanistan, (to be arranged by the Contractor)

(f) The ISAF Military Technical Agreement (provided by the Purchaser)

20.4. All movement in theatre will be in military provided transport provided by the Purchaser and in accordance with the current force protection measures specified by HQ ISAF, commensurate with the threat level.

20.5. All intra theatre travel shall be arranged through the NCI AGENCY field office in Kabul, and approved by the local NATO POC or other authorized personnel under military jurisdiction.

20.6. To facilitate the booking of personnel, the following information will be required in advance of transportation:

(a) Full name of the person to be employed 'on-site'

(b) Gender (for billeting purposes)

(c) Passport number and nationality

(d) Emergency contact information (full name, telephone number, address)

(e) Blood type

20.7. Availability of military transport can be limited depending on operational priorities. The Contractor shall be responsible for flexible re-tasking of personnel in case transport to specific locations is not available.

20.8. All Purchaser caused travel delays shall be reported back to the field office not later then 5 days after occurrence, and include:

(a) date and location when the delay occurred

(b) type of transport which was delayed

(c) reason for the delay

(d) Contractor staff involved

(e) alternative travel routes or activities to be performed which where investigated

(f) alternative activities actually performed

20.9. A travel delay is defined as a delay of more than 24 hours on the planned travel itinerary.

20.10. The Contractor shall make all attempts to provide the minimum number of personnel in theatre that is required to perform their required tasks.

20.11. The Contractor shall be responsible for ensuring that the Contractor's personnel, including sub-Contractor's personnel, are suitably briefed, protected, insured, and medically fit to work under this contract in line with the ISAF Security Standard Operation Procedures (SOP). As a minimum, the following must be accomplished:

(a) All 'on-site' personnel shall be in possession of ballistic flak jackets/body armour and helmets.

(b) All 'on-site' personnel shall have adequate medical and indemnity insurance.

(c) All 'on-site' personnel shall have completed all national medical formalities required by the nation of which they are a citizen prior to departure and hold current medical certificates.

(d) For reasons of safety, security, communications and access all Contractor personnel shall attend the security briefing provided in theatre upon arrival.

20.12. The Contractor's personnel shall be prohibited from carrying weapons in theatre.

20.13. Unless otherwise authorized by the Purchaser, all 'on-site' personnel shall have the appropriate NATO Secret security clearances to be unescorted on the NATO Compounds.

20.14. Contractor personnel will be issued a regular ISAF ID card, which will show their status as a NATO Contractor. With their NATO Secret security clearance they will also be issued an ID card for Class 1 Security areas, if required.

20.15. NATO reserves the right to refuse access to its facilities in which case the Contractor shall provide alternative qualified acceptable personnel.

20.16. Office space will be provided by NATO whenever available. The Contractor should note that at most sites office space is at a premium and the Contractor should expect to work in austere conditions. Dedicated office space is highly unlikely at the majority of the sites. “Office space” under this Clause does not include the shelters and containers required to house the Contractor’s equipment.

20.17. Medical care can only be provided by ISAF to Contractor personnel in the case of life/limb threatening situations. Emergency medical evacuation from the ISAF theatre is a Contractor responsibility. While in theatre the Contractor’s personnel must follow all security/safety regulations and instructions issued by NATO authorities.

21. MESSING, LODGING, WATER AND LAUNDRY SERVICES IN AFGHANISTAN

21.1. All accommodations and life support in Afghanistan shall be the Contractor’s responsibility, the cost of which shall be included in the firm fixed price of this Contract. The following paragraphs are intended only to be an indicator of potential accommodation and life support costs.

21.2. KAIA, KABUL

Messing, lodging, water, cleaning, ablution, power, sewage, waste disposal and laundry services will be available for Contractor personnel working at KAIA under this Contract. The cost of the aforementioned services, which shall be borne by the Contractor personnel, is recorded and calculated for each individual. The estimated monthly rate is approximately €1,500 per person (= approximately €50 per day).

21.3. HQ ISAF, KABUL

Messing, lodging, water, cleaning, ablution, power, sewage, waste disposal and laundry services will be available for Contractor personnel working at HQ ISAF under this contract. The cost of the aforementioned services, which shall be borne by the Contractor personnel, is recorded and calculated for each individual. The estimated monthly rate is approximately €1,500 per person (= approx. €50 per day).

21.4. KAF, KANDAHAR

Messing, lodging, water and laundry services are available for Contractor personnel working under this Contract at KAF. The cost of the aforementioned services shall be borne by the Contractor personnel. Contractor personnel can purchase a card from Supreme Services at KAF to cover messing, water, ablutions, and utilities. Laundry services can be accessed in several self-help facilities, or a

long term Contract can be set up with the current Contractor at KAF. Typical daily rates are as follows:

Messing: €45 per day. Weekly and monthly discounts are available. Prices vary.

Water: Bottled water is available through the meal card programme described above. Additional bottled water can be purchased for approx. €1 per bottle.

Laundry: The current Contract for laundry is drawn up on a per bag cost. The approximate cost is €10 per bag. 1-2 bags per week are usually sufficient depending on personal clothes washing habits.

Lodging: If Contractor personnel stay at the NATO run facility (Hotel Kalifornia), the rate per individual per night is $50.00. Contractor personnel shall obtain a non-cash receipt from the operating staff upon departure stating the number of nights lodging and signed by both the Contractor personnel and the operating staff. The receipt shall state the Contract Number (CO-13589-OPL). The Contractor shall submit all lodging receipts with the invoice submitted for Final System Acceptance (Payment Milestone CLIN 7). The Purchaser will deduct the total amount of lodging charges from the payment associated with this milestone.

The above stated costs are intended as guidance to assist the Contractor in assessing the cost of living for its personnel in theatre in Afghanistan only. It is the Contractor's responsibility to confirm that the costs as stated in 21.1 thru 21.3 above are correct. The Purchaser does not bear any responsibility whatsoever for any increase/decrease of the above stated costs

22. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

22.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications (including drawings) and conditions specified in the contract and that this signature of the contract is an acceptance, without reservations, of the said contract terms within their normal and common meaning.

22.2. The specifications set forth the performance requirements for the Contractor's proposed work as called for under this contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

22.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this contract

(a) based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

(b) otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

22.4. Notwithstanding the "Changes" Clause or any other Clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the fixed price as set forth in this contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

23. OPTIONS

23.1. The Purchaser shall have the right to place on Contract the provision of "Options" in Part I - Schedule of Supplies and Services for the duration of the Contract. These options are additional quantities for CLIN 4.2 (1 extra training), CLIN 5.1 (10 extra IMPACs), CLIN 5.1bis (10 extra laptops) and CLINs O1 to O4. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or supplies and services at such times and to such destinations as specified in the Contract.

23.2. Prices for all optional line items shall have a validity period until 12 months after Final System Acceptance and can be exercised within that timeframe.

23.3. The Contractor understands that there is no obligation under this Contract for NCI AGENCY to exercise any of the optional line items and that NCI AGENCY bears no liability should it decide not to exercise the options (totally or partially). Further, NCI AGENCY reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

23.4. In addition to the optional quantities mentioned in 23.1 above, the Purchaser may increase the quantity of supplies and set forth in any line item of Part I - Schedule of Supplies and Services. The Contractor will use all reasonable endeavours to maintain the prices specified therein. Changes to these prices shall be accompanied with documentation and explanation of the change. If this Option is exercised, delivery of the added items shall be to the same destination as specified in the basic contract; unless otherwise specified on the written notice. If the contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.

23.5. The options shall be exercised by written amendment to the contract.

24. CONTRACT ADMINISTRATION

24.1. The Purchaser is the NCI AGENCY. The NCI AGENCY is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the NCI AGENCY Contracting Authority.

24.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI AGENCY, and his authorised representative.

24.3. Formal letters and communications shall be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Telefax or other electronic means may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communications means.

24.4. Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.

24.5. All notices and communications shall be effective upon receipt.

24.6. Official points of contact are:

PURCHASER

Contractual issues:
NCI Agency
ACQ/ASG
Boulevard Léopold III
B-1110 Brussels
Belgium

POC: Martin Steenwege
Tel: +32 2 707 8335
Fax: +32 2 707 8770
Email: martin.steenwege@ncia.nato.int

Technical issues:
NCI Agency
DOP/CAT9
Boulevard Léopold III
B-1110 Brussels
Belgium

POC: Adrian Johnson
Tel: + 32 2 707 8281
Fax: + 32 2 707 8770
E-mail: Slawomir.Peplonski@ncia.nato.int

CONTRACTOR

Contractual issues:
Company Name
Address

POC:
Tel:
GSM:
Fax:
E-mail:

Technical issues:
Company Name
Address

POC:
Tel:
GSM:
Fax:
E-mail:

25. TECHNICAL DIRECTION

25.1. The Contract will be administered by the Purchaser in accordance with the Clause 24 of these Contract Special Provisions entitled “Contract Administration”.

25.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Book II Part IV - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser’s Project Manager who will provide detailed tasking and instruction on how to proceed.

25.3. The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.

25.4. Neither the Purchaser’s Project Manager as identified in Clause 24 of these Contract Special Provisions, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting effort on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser’s Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

25.5. Upon receipt of such notification above, the Purchaser’s Contracting Authority will

(a) confirm the effort requested is within scope, or

(b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or

(c) rescind the instructions.

26. PURCHASER FURNISHED PROPERTY AND SERVICES

26.1. The Purchaser will provide the Contractor with the following property and services for the performance of the contract:

Office space and office tools as strictly necessary for the performance to be rendered at the sites specified in the Statement of Work.

Power supply and grounding system required for installation work in accordance with the limitations and availability at the sites subject of the performance.

HVAC (heating, ventilating, and air conditioning) in accordance with the limitations and availability at the sites subject of the performance.

Access to sample existing databases and other data export formats to support the development of representative data for purposes of development, testing, and training.

Security settings for servers, workstations, and wide area network connections.

Other software and material as listed in the Statement Of Work.

27. WARRANTY

27.1. The minimum period of warranty for the items specified in the Schedule of Supplies and Services (SSS) shall be one year (1) with the option to procure an additional two (2) years.

27.2. In addition to the provisions set out in Part IV, the Statement of Work, the Contractor shall provide details of the focal point(s) of contact for all warranty issues together with detailed procedures describing the process to be followed at the time the warranty right is exercised

27.3. All warranties shall be subject to NATO Terms and Conditions

ANNEX A: DECLARATION

We, the undersigned.....(Company) duly represented by ..... (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-13589-OPL

Date	Full name (in block capitals)	Signature

==========

To be signed by the Contractor's Employees working in the NATO's premises upon commencement of their WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person, even within my own company, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI AGENCY or by his designated representative.

That I must not, without the approval of the General Manager of the NCI AGENCY, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-13589-OPL.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-13589-OPL, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-13589-OPL, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

VERSION CONTROL Final Version 21 June 2012*

NATO COMMUNICATIONS AND INFORMATION AGENCY

GENERAL CONTRACT PROVISIONS

*Version from LA coordination dated 10 May 2012

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ANNEX: PURCHASER'S PRICING PRINCIPLES

1. ORDER OF PRECEDENCE

In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

1.1. The Signature Page;

1.2. The Contract Schedules, Part I;

1.3. The Contract Special Provisions, Part II;

1.4. The Contract General Provisions, Part III;

1.5. The Statement of Work, Part IV of the Contract;

1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

2.1. Assembly

An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.2. Acceptance

Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..

2.3. Claims

A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.

2.4. Clause

A provision of the Special or General Provisions of this Contract.

2.5. Codification Authority

The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.

2.6. Commercial Off-the-Shelf Items (COTS)

The term “Commercially Off-the-Shelf Item (COTS)” means any item that:

- is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been

offered for sale, lease or license to the general public;

- is sold in substantial quantities in the commercial marketplace; and
- is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

2.7. Component

A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

2.8. Contractor Background IPR

Any IPR owned by the Contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

2.9. Correction

Elimination of a Defect.

2.10. Contract

The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).

2.11. Contracting Authority

The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.

2.12. Contractor

The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.

2.13. Day

A calendar day

2.14. Defect

Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

2.15. Deliverable

Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.

2.16. Design Defect

Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formulae.

2.17. Effective Date of Contract (or "EDC")

The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.

2.18. Failed Component

A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.

2.19. Foreground IPR

Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.

2.20. IPR

Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered of not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

2.21. Manufacturing Defect

Defect attributable to improper manufacturing processes, testing or quality control procedures.

2.22. NATO

The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, agencies, NATO nations and non-NATO nations to the extent that non-NATO nations are engaged in NATO

Purposes.

2.23. NCI AGENCY (NCIA)

The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NCI Organisation.

2.24. NATO COMMUNICATIONS AND INFORMATION ORGANIZATION (NCIO)

The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.

2.25. NATO Purposes

Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.

2.26. Part

An item of an assembly or sub-assembly, which is not normally further broken down.

2.27. Participating Country

A NATO member country that participates in financing the effort.

2.28. Parties

The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.

2.29. Purchaser

The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.

2.30. Purchaser Background IPR

Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.

2.31. Purchaser Furnished Property

Any item of equipment, material, document, technical data, information and

Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.

2.32. Software (Computer Software)

A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.

2.33. Software Defect

Any condition or characteristic of Software that does not conform with the requirements of the Contract.

2.34. Sub-Assembly

A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.

2.35. Sub-contract

Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, *e.g.*, contract, purchase order, etc.

2.36. Sub-contractor

Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

2.37. Third Party IPR

Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.

2.38. Work

Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the

Purchaser and signed by the Contracting Authority only.

3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.

3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.

3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.

6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and

complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

7.1. This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

8. PERFORMANCE GUARANTEE

8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.

8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.

8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.

8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.

8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.

8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.

8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.

8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Financial Management,
Boulevard Leopold III, B-1110, Brussels
Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____. We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR).

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

3. Funds under this letter of credit are available to you without question or delay

against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

> "(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR) (herein called the "Contract"), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____(to be identified when certificate is presented)."

Such certificate shall be accompanied by the original of this letter of credit.

4. This Letter of Credit is effective the date hereof and shall expire at our office located at ____(Bank Address)_____ on _____. All demands for payment must be made prior to the expiry date.

5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ ("Final Expiry Date") without amendment.

6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.

7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

> "The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is

presented)."

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

9.1. Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Special Contract Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.

9.2. Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.

9.3. The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.

9.4. Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.

9.5. Any modification in the nationality, ownership and/or change of control of the

Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

10.1. The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.

10.2. Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.

10.3. The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:

10.3.1. the Sub-contract was not part of the Contractor’s original proposal; and

10.3.2. the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or

10.3.3. the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.

10.4. The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.

10.5. The Contractor shall submit a copy of any such proposed Sub-contract when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.

10.6. The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

11.1. The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

11.2. In particular the Contractor undertakes to:

11.2.1. appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

11.2.2. maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

11.2.3. abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

11.2.4. furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

11.2.5. maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;

11.2.6. deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;

11.2.7. limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;

11.2.8. comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

11.2.9. report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;

11.2.10. apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;

11.2.11. undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;

11.2.12. classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

12.1. Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

12.2. The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

12.3. This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. PURCHASER FURNISHED PROPERTY

13.1. The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2. In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.3. Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4. Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5. Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6. The inventory shall note whether:

13.6.1. The property was consumed or incorporated in fabrication of final deliverable(s);

13.6.2. The property was otherwise destroyed;

13.6.3. The property remains in possession of the Contractor;

13.6.4. The property was previously returned

13.7. The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid

to the Purchaser in such other manner as the Purchaser may direct.

13.8. The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.

13.9. The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

14. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES

14.1. The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.

14.2. The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

14.3. The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

14.4. All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

15.1. If the Purchaser notifies the Contractor in writing of any non-compliance in the performance of this Contract with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Purchaser may order the Contractor to stop all or part of the Work until satisfactory corrective action has been taken. Such an order shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

16. CHANGES

16.1. The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

16.1.1. Specifications (including drawings and designs);

16.1.2. Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;

16.1.3. Marking and method of shipment and packing;

16.1.4. Place of delivery;

16.1.5. Amount, availability and condition of Purchaser Furnished Property.

16.2. The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

16.3. If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under 16.1 above unless this period is extended by the Purchaser.

16.4. If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.

16.5. Where the cost of property made obsolete or in excess as a result of a

change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.

16.6. The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.

16.7. Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.

16.8. No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.

16.9. Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.

16.10. All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor’s routine work and cannot be charged as additional work.

17. STOP WORK ORDER

17.1. The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.

17.2. Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the “Stop Work Order”). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor’s issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.

17.3. Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that

period to which the Parties shall have agreed, the Purchaser shall either:

17.3.1. cancel the Stop Work Order; or

17.3.2. terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).

17.4. If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.

17.5. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

17.5.1. the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and

17.5.2. the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.

17.6. If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

18.1. The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2. Claims shall be specifically identified as such and submitted:

18.2.1. within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2. before final payment, pursuant to and with the exceptions specified in Clause 33 of these General Provisions entitled" Release from Claims".

18.2.3. Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3. The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his

Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4. An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5. The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

> I .....the responsible senior company official authorised to commit the ..... with respect to its claims dated ..... being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.
>
> .....…….
> ……..
>
> SIGNATURE Date

18.6. Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.

18.7. Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable

extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.

18.8. A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

18.9. No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.

18.10. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

19.1. Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

19.2. With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for

substantiation of such cases to the satisfaction of the Purchaser.

19.3. For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

19.3.1. those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or

19.3.2. the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.

19.4. The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:

19.4.1. cost or pricing data;

19.4.2. access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and

19.4.3. a Certificate of Current Cost or Pricing Data, when required.

19.5. If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account: :

19.5.1. the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;

19.5.2. a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;

19.5.3. a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

19.5.4. the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;

then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.

19.6. At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be

required to submit a certificate of current cost or pricing data (“Certificate”).

19.6.1. Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.

19.6.2. All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....*(Claim, Amendment, ECP#, etc.,)* are accurate, complete and current as of .....*(Date).*

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

_____

Name of Company

_____

Signature

_____

Printed Name of Signatory

_____

Title of Signatory

_____

Date of Signature

19.6.3. The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7. For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a “Preferred Customer” basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

20.1. Except as may be specified in the Special Contract Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of “Delivery Duty Paid” (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2. "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3. Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4. The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.

20.5. The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:

20.5.1. Purchaser's Contract number;

20.5.2. Contract item number, designation and quantities;

20.5.3. destination;

20.5.4. number and description of the packages (gross and net weight);

20.5.5. description of the goods and their value (for custom purpose only, not commercial value)

20.5.6. consignor's name and address;

20.5.7. consignee's name and address;

20.5.8. method of shipment (i.e. road, rail, sea, air, etc.);

20.5.9. name and address of freight forwarder.

20.6. Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.

20.7. Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

21.1. For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.

21.2. Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or “state of the art” complying with relevant (National and International) standards.

21.3. All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

21.4. No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).

21.5. The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.

21.6. Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

21.7. In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:

21.7.1. by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or

21.7.2. terminate this Contract for default as provided in Clause 39 (Termination for Default).

21.8. When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.

21.9. Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).

21.10. If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.

21.11. If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.

21.12. All inspections and tests by the Purchaser shall be performed in such a

manner as not to unduly delay the Work.

21.13. The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

21.14. Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.

21.15. The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

21.16. Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:

21.16.1. the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);

21.16.2. the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;

21.16.3. there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.

21.17. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21.18. Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser’s representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

22.1. The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.

22.2. Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.

22.3. Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.

22.4. The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.

22.5. During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.

22.6. Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:

22.6.1. the items have been accepted;

22.6.2. the acceptance of the items is deferred pending further revision; or

22.6.3. the items are rejected and significantly fail to meet Contract requirements.

22.7. In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was

cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

22.8. The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.

22.9. Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

23.1. Except as otherwise provided in the Special Contract Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.

23.2. While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.

23.3. If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

24.1. Except as may be otherwise stated in the Special Contract Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

25.1. Unless otherwise specified in the Special Contract Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.

25.2. Invoices in respect of any Work or services shall be prepared and submitted to the Purchaser and shall contain all of the elements listed below:

25.2.1. Contract number;

25.2.2. Purchaser’s Purchase Order number ;

25.2.3. accounting codes (as specified in this Contract);

25.2.4. item number (as defined in the Contract);

25.2.5. Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and

25.2.6. extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.

25.3. In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.

25.4. Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

*Order placed for official use. Exemption from VAT Article 42,§3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services.".*

25.5. All invoices shall be addressed to the NCIA - Financial Management

Either at the following addresses:

NCIA
Financial Management
Boulevard Léopold III
1110 Brussels
Belgium

OR

shall be addressed to Financial Management at the following electronic address:
"ncia-fmrc-bel_einvoices@ncia.nato.int"

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

25.6. All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT

address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.

25.7. Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.

25.8. The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. TAXES AND DUTIES

26.1. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

26.2. The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCIA under this Contract.

26.3. The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCIA receives tax exemption by virtue of its status under the Ottawa Agreement.

26.4. If, after complying with all national and local legal and administrative procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

26.5. In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is

enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.

26.6. In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.

26.7. Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

26.8. The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (exclusive of Software)

27.1. For the purpose of this Clause:

27.1.1. “Acceptance” shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. “Acceptance” in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

27.1.2. “Correction” shall mean the elimination of a defect;

27.1.3. “Work” shall not include software.

27.2. The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.

27.3. Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.

27.4. Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect

to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.

27.5. If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.

27.6. The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.

27.7. In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

27.8. The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

27.9. If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90)

days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.

27.10. The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.

27.11. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.

27.12. Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

27.13. The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.

27.14. The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:

27.14.1. conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;

27.14.2. provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or

27.14.3. prepare and furnish data and reports as required by Clause 27.10.

27.15. The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

27.16. If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:

27.16.1. Obtain detailed recommendations for corrective action from its own resources or third parties and either:

27.16.1.1. correct the Work;

27.16.1.2. replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

27.16.1.3. obtain applicable data and reports; and/or

27.16.1.4. charge the Contractor for the costs incurred by the Purchaser.

27.17. In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18. The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

28.1. The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2. The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3. The expiration of the Purchaser’s rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4. The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such

appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

29.1. The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for IPR infringement in said countries.

29.2. Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3. This indemnity shall not apply under the following circumstances:

29.3.1. Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2. An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3. An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.4. An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1. Purchaser Background IPR

30.1.1. The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2. The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3. The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2. Contractor Background IPR

30.2.1. Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

30.2.2. Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3. Foreground IPR

30.3.1. All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR. All Foreground IPR are immediately and exclusively transferred and assigned to the Purchaser as from their coming into existence or, as the case may be, as from the execution of this Contract for rights already in existence at the time of execution of this Contract.

30.3.2. The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

30.3.3. The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

30.3.4. The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.

30.3.5. The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not

limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6. The Contractor shall:

30.3.6.1. do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2. to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

30.3.7. The Contractor undertakes:

30.3.7.1. to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

30.3.7.2. to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8. If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4. Third Party IPR

30.4.1. Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser’s use.

30.4.2. If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report

identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.5. Subcontractor IPR

30.5.1. When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1. Statement of the Warranties

31.1.1. The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2. Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured, tested, and verified by tests and procedures set forth in this Contract.

31.2. Notification Requirement

31.2.1. The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

31.2.2. The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3. Duration of the Warranty

31.3.1. For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4. Purchaser Remedies for Breach

31.4.1. The rights and remedies of the Purchaser under this Software Warranty:

31.4.1.1. Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

31.4.1.2. Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.2. In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.2.1. Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.2.2. Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as may be necessary to eliminate the defect, or;

31.4.2.3. Equitably reduce the contract price

31.4.3. The Purchaser may elect the remedies provided in paragraph 31.4.2.1 or 31.4.2.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.2.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.2.1 and 31.4.2.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.4. Election by the Purchaser of the remedy provided under paragraph 31.4.2.1 and 31.4.2.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.2 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.2 above.

31.5. Limitations and Exclusions from Warranty Coverage

31.5.1. This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the

Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph , a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.

31.5.2. Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6. Markings

31.6.1. All Software delivered under this Contract will be marked with, or the operating and/or maintenance manuals or instructions accompanying such Software will prominently include, notice of the existence of this warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective.

32. NATO CODIFICATION

32.1. For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.

32.2. In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.

32.3. A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.

32.4. The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

32.5. The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and

Purchaser within twenty-one (21) Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s)

32.6. Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.

32.7. Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.

32.8. The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.

32.9. If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.

32.10. The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at:

“http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm”

33. RELEASE FROM CLAIMS

33.1. Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1. specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the

Contractor;

33.1.2. claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3. a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4. a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

34.1. The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

34.2. NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

35.1. The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

36.1. If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

36.2. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1. to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2. for which an adjustment is provided or excluded under any other provision of this Contract.

36.3. No claim under this Clause shall be allowed:

36.3.1. if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2. for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3. unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

37.1. In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

37.2. Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

38.1. If the Contractor:

38.1.1. fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2. fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 1.0% (one per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Special Contract Provisions. If no Schedule of Payments is specifically set forth in the Special Contract Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2. In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4. Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 15% of the value of each line item individually and an aggregate sum of all delinquent items not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5. The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

39.1. The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:

39.1.1. fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;

39.1.2. fails to make progress as to endanger performance of this Contract in accordance with its terms;

39.1.3. fails to meet the technical requirements or the Specifications of the Contract;

39.1.4. fails to comply with Clause 11 (Security);

39.1.5. transfer this Contract without the Purchaser’s prior written consent;

39.1.6. breaches any provision of this Contract; or

39.2. In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:

39.2.1. in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.

39.2.2. in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.

39.3. The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:

39.3.1. sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

39.3.2. there are mitigating circumstances and the Contract should be amended accordingly; or

39.3.3. the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser’s rights to terminate the Contract for default.

39.4. At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.

39.5. In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

39.6. Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

39.6.1. Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity,

acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

39.6.2. If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

39.7. If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1. any completed Work with associated rights ;

39.7.2. such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

39.8. In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.

39.9. Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.

39.10. Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).

39.11. The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

39.12. If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).

39.13. If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).

39.14. The rights and remedies of the Purchaser provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

40.1. The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.

40.2. Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

40.3. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:

40.3.1. stop the Work on the date and to the extent specified in the notice of termination;

40.3.2. place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

40.3.3. terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

40.3.4. assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;

40.3.5. settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;

40.3.6. transfer title and deliver to the Purchaser in the manner, at the times,

and to the extent, if any, directed by the Contracting Authority of:

40.3.6.1. the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and

40.3.6.2. the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;

40.3.7. use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:

40.3.7.1. shall not be required to extend credit to any Buyer; and

40.3.7.2. may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;

40.3.8. complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

40.3.9. take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.

40.4. The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

40.5. After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6)

months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

40.6. Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.

40.7. In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:

40.7.1. for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

40.7.2. the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;

40.7.3. the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and

40.7.4. a sum, as profit on Clause 40.7.1 above, determined by the

Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

40.7.5. the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

40.8. The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.

40.9. Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.

40.10. The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1. if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2. if an appeal has been taken, the amount finally determined on such appeal.

40.11. In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2. any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3. the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12. If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13. The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

40.14. Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

41.1. Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final

and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

41.2. The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3. The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

41.4. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

42.1. Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

42.2. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.

42.3. Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.

42.4. Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.

42.5. An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

42.6. The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.

42.7. The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.

42.8. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.

42.9. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

43.1. If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

44.1. This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISONS

PURCHASER'S PRICING PRINCIPLES

A. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Purchaser will honour the accounting standards and pricing principles to which the Contractor is required to conform by the national defence authority (or other governing national authority, as applicable) in the country of origin of the Contractor. Where such accounting standards are non-existent or incomplete, or where the Contractor is not required to conform to such standards and principles, the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.

2. As may be requested by the Purchaser, the Contractor shall provide documentation. that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.

3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.

4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.

5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.

6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

(a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs
A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

ii. Indirect Costs
An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping as presented in sub-paragraph 5 hereafter.

(b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.

(c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;

(d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

(e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

(a) Advertising costs

(b) Costs of remuneration, having the nature of profit sharing.

(c) Costs of maintaining, repairing and housing idle and excess facilities.

(d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.

(e) Losses on other contracts or on expected follow-on contracts

(f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).

(g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

(h) Costs incurred to raise capital.

(i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.

(j) Taxes on profits.

(k) Contractual penalties incurred.

(l) Commissions and gratuities.

(m) Interest on borrowings.

3. Rates and Factors

(a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.

(b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

(c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.

(d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.

(e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.

(f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

(a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.

(b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.

(c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

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ISAF MAN PORTABLE AMN CAPABILITY (IMPAC)

BOOK II, PART IV

STATEMENT OF WORK (SOW)

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SECTION 1. INTRODUCTION

1.1. Purpose

1.1.1. This is a Contract for services and supplies to design, integrate, test, implement, and provide training for the ISAF Man Portable Afghan Mission Network Capability (referred to as the IMPAC capability) composed of 10 (ten) deployable IMPAC kits (referred to as the IMPACs) and a WAN Optimisation System (WOS) for use with the IMPACs.

1.1.2. The IMPACs shall be implemented as highly portable CIS assets that can access the Afghan Mission Network (AMN) in ISAF.

1.1.3. The implementation of the IMPAC capability shall involve:

(1) Integration and Factory Acceptance Testing, at the factory.

(2) Configuration, provisioning, installation, testing, and training, at the Purchaser's in-garrison facilities (NATO Communications and Information Agency Service Delivery (NCIA SDEL HQ, Mons (BE)/ NCIA CIS Sustainment Support Centre (NCIA CSSC), Brunssum (NL)).

(3) Testing, commissioning, training and handover to the users at the Purchaser's in-theatre facilities (ISAF KAIA/ Kabul).

(4) Full Systems Acceptance followed by Warranty in the form of 1 year support.

1.2. Key Operational Requirements

1.2.1. The IMPACs shall connect to the AMN (Afghan Mission Network) over Inmarsat BGAN services, NATO Unclassified WAN Extensions at ISAF, the Internet, and be able to connect directly to the AMN.

1.2.2. The IMPACs are intended for operation across the ISAF Area of Operational Responsibility (AOR), and shall cope with the transport, environmental and logistics support conditions and constraints, typical of ISAF operations in Afghanistan.

1.2.3. The IMPAC capability shall provide:

(1) Access at ISAF SECRET level to Application Services including Voice over Secure IP (VoSIP) and Video conferencing for a single user per IMPAC.

(2) Access to PSTN through INMARSAT.

(3) Basic monitoring and control (M&C) tools, to enable operation of the system by non-technical users.

(4) Performance improvement and data-rate and volume reduction over WAN connections through the implementation of the WOS.

1.2.4. The IMPACs shall consist of the following components:

(1) Networking devices including M&C tools to support basic reconfiguration and troubleshooting operations.

(2) IP encryption device provided as Purchaser Furnished Equipment (PFE).

(3) User laptop with encrypted hard drive (PFE), Operating System and applications, including a WOS application.

(4) VoIP soft-phone application and headset.

(5) VTC application..

(6) Power elements (batteries, converters, adapters, supplies).

(7) Inmarsat BGAN terminal and handset.

(8) Transit case and soft bag.

(9) Ancillaries (cables, manuals).

(10) GPS device with maps of Afghanistan and accessories.

1.3. Contract scope

1.3.1. The Contract shall cover the implementation and fielding of the IMPAC capability, down to the commissioning/handover stage, which shall take place in theatre (Kabul/ KAIA North).

1.3.2. Following Full System Acceptance (FSA) the contractor shall provide a 1 year warranty.

1.3.3. The implementation shall be conducted in the following three stages:

(1) Stage 1: Factory Integration and Testing followed by in-garrison Configuration, Provisioning, Testing and Training.

(2) Stage 2: In-theatre Functional Testing, Training, Acceptance and Technical Transfer to the users.

(3) Stage 3: Final System Acceptance (FSA) after which the 1 year warranty commences.

1.3.4. Detailed description of the three implementation stages is provided in paragraph 4.5.

1.4. Roles

1.4.1. The Contractor shall be aware of the roles played by the various stakeholders (Purchaser NCIA SSUP, NCIA SDEL (Mons), NCIA SDEL CSSC (Brunssum), ISAF CJ6 and NCIA SDEL Sector ISAF), and shall deliver the IMPAC capability in accordance with the Contract, through direct liaison with:

(1) The Purchaser (NCIA SSUP) for Project Management and technical matters (Project Manager, Technical Manager), including delivery, information assurance (e.g. security accreditation process), commissioning, configuration, provisioning, testing, documentation training and transfer.

1.4.2. NCIA SSUP acts as procurement and program management authority (Host Nation), managing the provision of PFE elements specific to this capability, as follows:

(1) Inmarsat BGAN services (SIM cards and subscriptions), including the connectivity between the Inmarsat service provider and NATO premises.

(2) IP encryption devices.

(3) Standard ISAF images for loading on the laptops' encrypted hard drives.

(4) Hard Drive Disk Encryption (HDDE).

(5) Purchaser Furnished Services (PFS) as described in Para §4.4.3

1.4.3. After the Technical Transfer from NCIA SSUP to the NCIA SDEL Sector ISAF, Sector ISAF will support 1st and 2nd level maintenance echelon of the IMPACs, in theatre, and the Contractor (3rd level).

1.4.4. Following the Transition from NCIA SSUP to NCIA SDEL, NCIA SDEL acts as operations and management (O&M) authority for the IMPACs, and will be the Point of Contact (PoC) for the CLS(Warranty) , both in the strategic domain (NCIA Sector Mons, NCIA Sector Brunssum), and in theatre (NCIA Sector ISAF, Depot 26).

1.5. Statement of Work

1.5.1. The Statement of Work is organised to follow the outline of activities to be conducted prior and during the implementation of the IMPAC capability, as follows:

(1) Section 2, listing the Applicable Documents

(2) Project Management, covered in Section 3 of this SoW.

(3) System Design and Implementation, covered by Section 4 and appendices of this SoW, and covering:

a. Requirements Analysis

b. System Design

c. System Integration

d. System Implementation

(4) Integrated Logistics Support (ILS), Configuration Management and Quality Management, as covered by Sections 5 and 6

(5) Documentation, as presented in Section 7

(6) Training (in garrison, and in-theatre), as presented in Section 8

(7) Testing and Acceptance, as presented in Section 9, taking place as follows:

a. Factory Acceptance Testing, FAT, at the factory;

b. First Article System Testing (FAST) at NCIA SDEL HQ (Mons);

c. Provisional System Acceptance (PSA) at NCIA SDEL HQ (Mons);

d. End-to-end functional testing, in theatre, upon receipt of the equipment, and before the technical transfer to the users / Sector ISAF;

e. Final System Acceptance (FSA) at the Purchaser's premises (NCIA SSUP)

(8) A list of Acronyms used in this SoW, in Section 10.

1.5.2. Appendix A provides the System Requirements Specification (SRS) of the IMPAC capability.

1.5.3. Appendix B provides the specification for the GPS device of the IMPAC.

1.5.4. Appendix C provides technical details about the TCE621/M, relevant to the mechanical and electrical integration of this IP encryption device into the IMPAC.

1.6. Standards for interpretation of the Statement of Work

1.6.1. The Contractor shall note that, when the term in-theatre is, in relation to contractor activities, quoted in this SoW, this refers to the Depot 26 location, in KAIA North, Kabul, Afghanistan. Work by the Contractor in theatre is currently not envisaged at any other locations; however the contractor shall be prepared to respond to changes at short notice which will be subject to contract amendment.

1.6.2. Likewise, in-garrison corresponds to the NCIA SDEL HQ (Mons) or NCIA SDEL CSSC (Brunssum). If due to programmatic reasons any of these locations could not be used, then NCIA SSUP (Hague) will be used for all indicated activities. No other locations, previously mentioned before are envisaged as 'in-garrison'.

1.6.3. The list of applicable and reference documents in Section 2 includes a variety of Allied Publications, and NATO Standards. The following shall be noted:

1.6.3.1. While these are NATO reference documents, there are national and international standards that are considered to be equivalent and are cited as such within these documents.

1.6.3.2. Where there is a national or international standard which is not specifically referenced in the STANAGs, AQAPs, or NATO Standards as being equivalent, the Contractor may propose to utilise such a standard if he can demonstrate to the satisfaction of the Purchaser that such a standard is equivalent to the STANAG, AQAPs, or NATO Standards in question.

1.6.3.3. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the standards cited in the SoW.

SECTION 2. APPLICABLE DOCUMENTS

2.1. Allied Quality Assurance Publications

2.1.1. AQAP 2009 NATO Guidance on the Use of the AQAP 2000 Series

2.1.2. AQAP 2110, NATO Quality Assurance Requirements for Design, Development, and Production.

2.1.3. AQAP 2130, NATO Quality Assurance Requirements for Inspection and Test.

2.2. Allied Configuration Management Publications

2.2.1. ACMP 1, NATO Requirements for the Preparation of Configuration Management Plans.

2.2.2. ACMP 2, NATO Requirements for Configuration Identification.

2.2.3. ACMP 3, NATO Requirements for Configuration Control--Engineering Changes, Deviations, and Waivers.

2.2.4. ACMP 4, NATO Requirements for Configuration Status Accounting.

2.2.5. ACMP 5, NATO Requirements for Configuration Audits.

2.2.6. ACMP 6, NATO Configuration Management Terms and Definitions.

2.2.7. ACMP 7, NATO Configuration Management Guidance on the Application of ACMPs 1 to 6.

2.3. SECAN Doctrine and Information Publication

2.3.1. SDIP-27/1 NATO TEMPEST REQUIREMENTS AND EVALUATION PROCEDURES (NATO CONFIDENTIAL, December 2009).

2.3.2. SDIP-28/1 NATO ZONING PROCEDURES (NATO RESTRICTED, December 2009).

2.3.3. SDIP-29/1 Facility Design Criteria and Installation of Equipment for the Processing of Classified Information (NATO RESTRICTED, January 2011).

2.4. Standard NATO Guidance

2.4.1. STANAG 4107, Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications.

2.4.2. STANAG 4159, NATO Materiel Configuration Management Policy and Procedures for Multinational Joint Projects.

2.4.3. STANAG 6001, Language Proficiency Levels.

2.5. NATO Security Documents

2.5.1. C-M(2002)49, Security within the North Atlantic Treaty Organisation, including COR1 to COR8.

2.5.2. NATO Security Committee and NATO C3 Board – Primary Directive on INFOSEC, 6 December 2010.

2.5.3. INFOSEC Management Directive for Communication and information Systems (CIS), 19 October 2006

2.5.4. NATO Security Committee – Guidelines for the Security Approval or Security Accreditation of CIS, 9 October 2003

2.5.5. NATO Security Committee – Guidelines for Security Risk Assessment and Risk Management of CIS, 26 February 2003

2.5.6. NATO Security Committee – Guidelines for the Development of Security Requirement Statements (SRSs), 29 April 2004

2.5.7. NATO Security Committee – Guidelines for the Structure and Content of Security Operating Procedures (SecOPs) for CIS, 19 October 2006

2.5.8. NATO Consultation, Command and Control Board, Directive for the Interconnection of Communication and Information Systems , 23 February 2011

2.5.9. NC3B INFOSEC technical and implementation guidance on cryptographic mechanisms in support of non-confidentiality services AC/322-D(2005)0011, 28 February 2005

2.5.10. NATO C3 BOARD Infosec technical and implementation directive on cryptographic security and cryptographic mechanisms, AC/322-D/0047-REV2, 11 March 2009.

2.5.11. INFOSEC Technical and Implementation Directive for Computer and Local Area Network (LAN) Security AC/322-D/0048.

2.5.12. INFOSEC Technical and Implementation Directive on the Requirement for, and the Selection, Approval and Implementation of, Security Tools (ST), AC/322-D(2004)0030.

2.5.13. NCSA DIRECTIVE 90-2 Supply and Maintenance Procedures for NATO Funded Cryptographic Equipment, 23 November 2006 (Amendment 8 – 13 January 2011)

2.5.14. COMMUNITY SECURITY REQUIREMENTS STATEMENT For The AFGHAN MISSION NETWORK, Version 1.3, 07 February 2011 (NR)

2.5.15. NCIA - NATO SECRET - APPROVED FIELDED PRODUCT LIST (NS AFPL) -ver. 2013-028, 27.05.2013.

2.5.16. NCIA - ISAF SECRET - APPROVED FIELDED PRODUCT LIST (IS AFPL) -ver. 2013-024, 27.05.2013.

2.6. ISO Standards

2.6.1. IEC 60529-2004. Degrees of Protection Provided by Enclosures (IP Code).

2.6.2. IEC 82079-1:2012. Preparation of instructions for use -- Structuring, content and presentation -- Part 1: General principles and detailed requirements .

2.7. MIL Standards

2.7.1. MIL-STD-1472G, HUMAN ENGINEERING

2.7.2. MIL-STD 810G, Test Method Standard for Environmental Engineering Considerations and Laboratory Tests

SECTION 3. PROJECT MANAGEMENT

3.1. Introduction

3.1.1. This section outlines the Project Management area of the IMPAC Contract.

3.1.2. Providing the capability to access the AMN in ISAF involves multiple elements and Stakeholders. The successful delivery of the capability relies upon a sound project management approach. Full and open communication between the Contractor and the Purchaser is an essential element of this approach.

3.1.3. A project cannot be risk-free. Problems will occur. The goal of the Contractor's project management shall not be to eliminate problems, but to ensure that those that do occur are identified early, assessed accurately, shared with the Purchaser, and resolved quickly, in partnership with the Purchaser.

3.2. Project Organisation

3.2.1. Purchaser Project Organisation and Responsibilities

3.2.1.1. The Purchaser Project Manager (PM) will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser from the Effective Date of Contract (EDC).

3.2.1.2. The Purchaser Project Manager will be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise.

3.2.1.3. Neither the Project Manager, the specialists, nor any other team members (associated to NCIA SDEL, i.e. NIATC, NCIA SDEL Sector ISAF, etc.), may make changes to the terms and conditions of the Contract but may only provide the Purchaser's interpretation of technical matters.

3.2.1.4. All changes to the Contract will be made through the Purchaser's contracting office only.

3.2.1.5. If the Contractor has successfully discharged his duties under this Contract and made available to the Purchaser the required capability, the Purchaser will accept from the Contractor the delivered capability and any equipment, services, and documentation.

3.2.2. Contractor Project Management Office

3.2.2.1. The Contractor shall establish and maintain a Project Management Office (PMO) to perform and manage all efforts necessary to discharge all his responsibilities under this Contract.

3.2.2.2. The Contractor shall also provide all necessary suitably qualified manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project, as follows:

3.2.2.2.1. Project Manager: The Contractor shall designate a suitably qualified Project Manager (PM), who will direct and co-ordinate the activities of the Contractor's project team. The Project Manager shall be the Contractor's primary contact for the Purchaser's IMPAC Project Manager and shall conduct all major project design, test, and review meetings.

3.2.2.2.2. Technical Lead: The Contractor shall designate a suitably qualified Technical Lead for the project. The Technical Lead shall lead the analysis, design, development, integration, and follow-on enhancement efforts of the Contractor.

3.2.2.2.3. Test Director: The Contractor shall designate a suitably qualified individual to serve as the Test Director for all test activities conducted under this Contract.

3.2.2.2.4. Quality Assurance Manager: The Contractor shall designate a suitably qualified individual to serve as the Quality Assurance Manager for activities under this Contract. The Quality Assurance Manager shall report to a separate manager within the Contractor's organisation at a level equivalent to or higher than the Project Manager.

3.2.2.2.5. Fielding and Support Manager: The Contractor shall designate a suitably qualified individual to serve as the lead for implementation and operational support at the various facilities involved, including theatre.

3.2.2.2.6. Training Manager: The Contractor shall designate a suitably qualified individual to serve as the training manager throughout the performance of the Contract, and across the designated training sites. The designated training sites are NCIA SDEL Sector Brunssum and Depot 26 in Kabul.

3.2.2.2.7. Security Officer: The Contractor shall designate a suitably qualified individual to be responsible for supervising and directing all necessary security measures in relation to the Contract and communicating details of such measures to the Purchaser on request (e.g. related to Crypto, National Security authority, etc.).

3.3. Project Implementation Plan (PIP)

3.3.1. Contents

3.3.1.1. The Contractor shall provide a complete Project Implementation Plan (PIP), which shall describe how the Contractor will implement the totality of the Project, including details of the Project Controls that will be applied.

3.3.1.2. Upon Purchaser Written Acceptance, the PIP shall be placed under the Purchaser's IMPAC capability Configuration Control Board (CCB).

3.3.1.3. The PIP shall cover all aspects of the Project implementation including management, schedules, personnel assignments and Project Controls, necessary to provide the IMPAC capability, as required by this SoW.

3.3.1.4. The PIP shall be sufficiently detailed to ensure that The Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire Project in conformance with the requirements specified in this SoW.

3.3.1.5. The PIP shall be provided to the Purchaser for review and acceptance within ten (10) working days after Effective Date of Contract (EDC). The PIP shall be reviewed by the Purchaser and comments submitted to the contractor no later than five (5) working days after receipt.

3.3.1.6. The approval of the PIP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet the requirements stated in this SoW.

3.3.1.7. The PIP shall be updated through the project, and shall be subject of review at each Project Review Meeting (PRM), until and including PSA.

3.3.1.8. The PIP shall follow the structure of this SoW, and include the sections listed and described here below:

(1) Section 1: Project Overview
(2) Section 2: Applicable Documents
(3) Section 3: Project Management
(4) Section 4: System Design and Implementation
(5) Section 5: Integrated Logistics Support / Configuration Management
(6) Section 6: Quality Assurance and Control
(7) Section 7: Documentation
(8) Section 8: Training
(9) Section 9: Testing and Acceptance

3.3.2. Project Overview

3.3.2.1. Section 1 of the PIP shall contain a Project overview, which shall provide an executive summary overview of the offered IMPAC capability, summarise the main features of each of the PIP sections and indicate how the Project will be executed during the full lifetime of the Project.

3.3.3. Applicable Documents

3.3.3.1. Section 2 of the PIP shall contain the list of documents or standards referenced by the other sections of the PIP.

3.3.4. Project Management

3.3.4.1. Section 3 of the PIP shall provide the Project Management Plan (PMP). The PMP shall include:

(1) The management structure of the Contractor's team;

(2) A list of Key Personnel assigned to the Contractor's team and their respective roles, responsibilities and authority, as well as their qualifications, experiences and security clearances.

3.3.4.2. The PMP shall identify all major Contractor operating units and any Sub-Contractors and Suppliers involved in the development of the IMPAC, and a description of the portion of the overall effort or deliverable item for which they are responsible.

3.3.4.3. The PMP shall also include the following:

(1) Details of the Contractor's methodology for Project Control, including Project Reporting (§3.5.1) and Project Meetings (§3.5.2);

(2) Details of the Contractor's Risk Management methodology (refer to §3.5.3);

(3) Details of the Contractor's Issue Management approach (refer to §3.5.4).

3.3.5. System Design, Integration and Implementation

3.3.5.1. Section 4 of the PIP shall cover the System Design, Integration and Implementation aspects of the Project.

3.3.5.2. Section 4 shall include all the areas as detailed in Section 4 of this SoW and shall present how the requirements of Appendix A and Appendix B to this SoW will be met.

3.3.5.3. Section 4 of the PIP shall include the System Implementation Plan (SIP), as specified in §4.5.5.

3.3.6. Integrated Logistics Support

3.3.6.1. Section 5 of the PIP shall cover the Integrated Logistics Support aspects of the Project including Configuration Management.

3.3.6.2. This Section shall detail the Contractor's approach to meeting the ILS requirements, as specified in Section 5 of this SoW.

3.3.6.3. Section 5 shall include the Contractors Logistics Plan and the Configuration Management Plan (CMP refer to §5.1.1.3.5).

3.3.7. **Quality Assurance and Control**

3.3.7.1. Section 6 of the PIP shall cover the Quality Assurance and Control aspects of the Project, as specified in Section 6 of this SoW.

3.3.7.2. This Section shall include the QA Plan (QAP), with details of how the Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) program, throughout the Contract lifetime.

3.3.8. **Documentation**

3.3.8.1. Section 7 of the PIP shall describe the Contractor's Documentation Plan (DP) for all of the deliverable documents, including details of when and how these will be provided, as specified in Section 7 of this SoW.

3.3.9. **Training**

3.3.9.1. Section 8 of the PIP shall describe the Contractor's Training plan (TP), as specified in Section 8 of this SoW.

3.3.10. **Testing and Acceptance**

3.3.10.1. Section 9 of the PIP shall define the Contractor's Test and Acceptance Plan (TAP, refer to §9.5). The TAP shall include a description of the allocation of personnel and the time schedule to accomplish all the test and acceptance activities, up to and including Final System Acceptance (FSA), as specified in Section 9 of this SoW.

3.4. Project Master Schedule (PMS)

3.4.1. The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all contract events and milestones for the Project.

3.4.2. The PMS shall show all contractual deliverables, the work associated with them, and their delivery dates.

3.4.3. The PMS shall not be cluttered with events or tasks internal to the Contractor, unless they are of major importance to the Project.

3.4.4. The PMS shall also be traceable to performance and delivery requirements of this SoW. The PMS shall be linked to Contractor resources to enable assessment of changes to staff, facilities, event dates, and system requirements.

3.4.5. The PMS shall be provided in Microsoft Project format. For each task, the PMS shall identify the start and finish dates, duration, predecessors, constraints, and resources.

3.4.6. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

3.4.7. The initial version of the PMS shall be provided to the Purchaser for acceptance at EDC + 3 weeks. Upon Purchaser Acceptance, the PMS shall be placed under the Purchaser's IMPAC CCB. The Purchaser Project Manager, without consulting the other IMPAC CCB members, can approve changes to the PMS, provided they do not affect other baseline documents, or incur additional costs. Changes to the PMS do not change contractual delivery dates in the SSS.

3.5. Project Controls

3.5.1. Project Status Reports (PSR)

3.5.1.1. The Contractor shall provide, no later than the third business day of each month, a Project Status Report (PSR) the first being at EDC +4 weeks.

3.5.1.2. The PSR shall summarise activities, including:

(1) Summary of Contract activities during the preceding month, including the status of current and pending activities;

(2) Progress of work and schedule status, highlighting any changes since the preceding report;

(3) Configuration Status Accounts (CSA) report addressing all products in the Project Breakdown Structure;

(4) Description of any identified issues and high risk areas with proposed solutions and corrective actions;

(5) Test(s) conducted and results;

(6) Provisional financial status and predicted expenditures;

(7) Changes in key Contractor personnel;

(8) Summary of Change Requests requested or approved;

(9) Plans for activities during the following reporting period;

(10) Risk Log.

3.5.1.3. The Project Status Report, being a monthly document, shall be subject to the following specific review process:

3.5.1.3.1. The Purchaser shall issue comments no later than 5 working days after receipt of the document.

3.5.1.3.2. The Contractor shall issue answers to those comments within 1 week after their receipt. No comment received within that timeframe means that the Contractor agrees to the comments issued by the Purchaser.

3.5.2. Project Meetings

3.5.2.1.General

3.5.2.1.1. Except where otherwise stated in the Contract, the following provisions shall apply to all meetings to be held under the Contract.

3.5.2.1.2. The Contractor shall take meeting minutes, submit them in draft version to the Purchaser for approval within 3 working days of the meeting, post the final version of them on the Project Portal and email them to the Purchaser, within 3 working days of receipt of Purchaser approval, and notify the Purchaser by email.

3.5.2.1.3. The participants shall not regard these minutes as a mechanism to change the terms, conditions or specifications of the Contract, or as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by agreement, amendment or by authorised mechanisms as set forth in the Contract.

3.5.2.1.4. Any documentation, even in draft format, that may be useful to the Purchaser in preparing for meetings and ensuring efficient discussions during the meetings shall be provided to the Purchaser no later than 5 working days before the meeting.

3.5.2.2.Design Review Meetings

3.5.2.2.1. The Contractor shall host the Design Reviews.

3.5.2.2.2. In addition to the scope and requirements for design reviews as described in Section 4, the Contractor shall provide the following, if applicable, at all design reviews:

(1) Changes to the PMS

(2) Cost considerations

(3) Risk assessment of proposed changes, and an update of the Risk Log and Issue Logs.

3.5.2.3.Project Review Meetings

3.5.2.3.1. The Contractor shall coordinate and hold Project Review Meetings (PRM) with the Purchaser.

3.5.2.3.2. The PRMs shall be held at least once a month throughout the Contract period of performance.

3.5.2.3.3. One week before each PRM, the Contractor shall provide a Project Status Report (PSR), with the status of all on-going tasks, the status of the Contract deliverables, and identifying any changes to the SDS, SIP, Risk Log and Issue Log.

3.5.2.3.4. Problems shall be identified and discussed with the Purchaser IMPAC Project Manager promptly, and shall not be held over until the next PRM. Problems should not remain undisclosed in between meetings.

3.5.2.3.5. The location of PRMs shall be by default - NCIA Brussels, Batiment Z and when possible, it shall be scheduled with other project meetings. When deemed necessary by the the Purchaser the PRM shall be held in an alternate location.

3.5.2.4. Other Meetings

3.5.2.4.1. The Purchaser shall host all other meetings unless there is a specifically agreed need to review material, witness technical demonstrations or testing, or perform any other activity outside of the Purchaser's premises, as part of the meeting.

3.5.2.4.2. The Contractor shall identify to the Purchaser's Project Manager any other meetings with NATO personnel required to support this Contract.

3.5.2.4.3. Upon approval by the Purchaser's Project Manager, the Contractor shall schedule, organise, and conduct such meetings.

3.5.3. **Risk Management**

3.5.3.1. The Contractor shall establish and maintain an overall Risk Management process for the project.

3.5.3.2. This Risk Management process shall identify all risks (management, technical, schedule, and cost risks), evaluate each risk, and select a proposed response for each risk.

3.5.3.3. Evaluating each risk shall result in the risk being rated as High, Medium, or Low, based on its probability and impact.

3.5.3.4. For each risk, the proposed response shall be selected from the following list:

(1) Prevention: Terminate the risk by doing things differently and thus removing the risk, where it is feasible to do so. Countermeasures are put in place that either stop the threat or problem from occurring or prevent it from having any impact on the project or business.

(2) Reduction: Treat the risk by taking action to control it in some way where the action either reduces the likelihood of the risk developing or limits the impact on the project to acceptable levels.

(3) Acceptance: Tolerate the risk – e.g. if nothing can be done at a reasonable cost to mitigate it or the likelihood and impact of the risk occurring are at an acceptable level.

(4) Contingency: plan and organise actions to come into force as and when the risk occurs.

(5) Transference: Pass the management of the risk to a third party (e.g. insurance policy or penalty clause), such that the impact of the risk is no longer an issue for the health of the project.

3.5.3.5. The Risk Management data shall be presented in a Risk Log.

3.5.3.6. The Risk Log shall be a table listing the risks, and indicating for each one the following information:

(1) Risk identifier: unique code to allow grouping of all information on this risk

(2) Description: brief description of the risk

(3) Risk category (e.g. commercial, legal, technical)

(4) Impact: effect on the project if this risk were to occur

(5) Probability: estimate of the likelihood of the risk occurring

(6) Proximity: how close in time is the risk likely to occur

(7) Countermeasure(s): what actions have been taken/will be taken to counter this risk

(8) Owner: who has been made responsible for this risk

(9) Author: who submitted the risk

(10) Date identified: when was the risk first identified

(11) Date of last update: when was the status of this risk last checked

(12) Status: e.g. terminated, reducing, increasing, no change.

3.5.4. Issue Management

3.5.4.1. An issue is a problem which has actually occurred that will have either detrimental or beneficial effect on the projects chance of achieving its objectives. An Issue Log shall be established, to record and track all issues and their status.

3.5.4.2. The Issue Log shall be a table and shall comprise the following information:

(1) Project Issue Number

(2) Project Issue Type (Request for change, Off-specification, general issue such as a question or a statement of concern)

(3) Author

(4) Date identified

(5) Date of last update

(6) Description

(7) Action item

(8) Responsible (individual in charge of the action item)

(9) Suspense date (Suspense date for the action item)

(10) Priority

(11) Status.

3.6. Project Portal

3.6.1. The Contractor shall establish a NATO UNCLASSIFIED project portal.

3.6.2. The Contractor will implement an access control mechanism to restrict viewing of all contents of the portal to a list of users approved by the Purchaser and administered by the Contractor IMPAC Project Manager.

3.6.3. The portal will enable any authorised user to set various alerts in order to be notified each time a specific document, a specific folder, is modified (publication of a new document, of a new version of an existing document, or deletion of a document).

3.6.4. The Contractor shall maintain on this portal all unclassified IMPAC capability project documentation, as soon as it is submitted in first draft version to the Purchaser.

3.6.5. The Contractor shall maintain on this portal the lists (databases) containing the Action Items Log, Risk Log, and Issue Log, associated to the projects, and cross-reference to the documents above. The databases shall follow the templates presented in § 3.5.3.6 (Risk Log), and § 3.5.4.2 (Issue Log).

3.6.6. The portal shall include the Contract SoW and SRS, all presentation material from all Design Reviews and other meetings, the draft and final (Purchaser-approved) minutes of meetings, and background, applicable, reference, and guidance documents referred to in the SoW and SRS.

3.6.7. The portal shall include all vendor-provided technical documentation pertaining to the COTS equipment integrated into the IMPAC capability.

3.6.8. The portal shall include other documents as directed by the Contractor’s Project Manager or the Purchaser’s IMPAC Project Manager and Contracting Officer relevant to the project.

3.6.9. The portal shall identify all relevant classified and unclassified documents by title, unless a title is itself classified. In order to ensure universal understanding of documents by title; the following file naming convention shall be used. DATE_TITLE_AUTHOR_CLASSIFICATION_VERSION example 20130626_ILSP_Johnson_Project Manager_NU_V1.0.

3.6.10. The portal shall clearly indicate for each document whether it is part of a baseline or not.

3.6.11. The Contractor shall keep the portal up to date, in support of access by the users, or the Purchaser, through the 1-year of warranty, and any subsequent warranty period (optional) .

3.6.12. NATO RESTRICTED documentation shall not use the portal, and shall instead rely on optical storage support, and postal mail, for exchanges with the Purchaser.

SECTION 4. SYSTEM DESIGN AND IMPLEMENTATION

4.1. General

4.1.1. This section outlines the System Design and Implementation tasks of the IMPAC Contract.

4.1.2. The IMPAC capability shall largely comprise off-the-shelf products, whether commercially available or developed for other customers.

4.1.3. The Contractor shall anticipate and consider in the design any modifications that may be required to adapt these products to meet the SRS in Appendix A.

4.1.4. For any components affected by potential obsolescence issues during the Warranty period, the Contractor shall:

(1) Ensure that the initial design can accommodate new components that can replace the obsolete components, providing the same or superior functionality, and meeting the requirements in the SRS;

(2) Provide an upgrade/replacement plan, describing how obsolescence would be dealt with.

4.1.5. The Contractor shall take those modifications, related to adaptation of existing off-the-shelf products, or to the replacement of components as they become obsolete, and the associated cost, performance, logistics and operational impact implications, into consideration in the overall design, development, integration, and system engineering of the IMPAC.

4.1.6. The Contractor shall provide proof that the components proposed to meet the SRS are consolidated, in terms of:

(1) Products fielded by military units in similar environmental conditions as the Afghan climate, for similar purpose and available on the market, for not less than two (2) years, or evolutions of them (e.g. new generation replacing old)

(2) Life-cycle support structure in place, at least covering the Warranty period .

4.1.7. Exceptions to the above shall be justified, either as:

(1) Fielding of the hardware component(s) in high numbers (>100), with reliability figures (MTBF) collected over a period of not less than one (1) year

(2) Life-cycle support to be undertaken by the Contractor in its full extent, in case of limited or deficient life-cycle support by subcontractors or by suppliers.

4.2. Requirements Analysis

4.2.1. General

4.2.1.1. The Contractor shall identify and flag to the Purchaser any inconsistencies within the requirements, both semantic, or in terms of physical implementation challenges.

4.2.1.2. If necessary, the Contractor shall call for and conduct a System Requirements Review (SRR), prior to the System Design Review meeting (refer to §4.3.3), to present and discuss his findings, and the proposed changes to the SRS (see below).

4.2.2. Change Requests

4.2.2.1. The Contractor shall identify any proposed changes to the SRS, in the form of one or more Change Requests. The proposed changes shall not cause any degradation effect to the system capabilities. Any change shall first be approved by the Purchaser.

4.2.2.2. Change Requests and the associated Change Request Document (CRD) shall be prepared following the guidelines of the Contract configuration management requirements, as indicated in §**Error! Reference source not found.**

4.2.2.3. If necessary, the Purchaser shall update the baseline SRS of this SoW, to reflect the decision of the IMPAC CCB on these Change Requests.

4.2.2.4. The Contractor shall use this updated SRS as the basis for the IMPAC system design and subsequent design changes.

4.3. System Design

4.3.1. General

4.3.1.1. The Contractor shall design the IMPAC capability to meet the requirements set out in the System Requirements Specifications (SRS, Appendix A and B, respectively).

4.3.1.2. The Contractor shall identify and describe all the physical and functional interfaces within the IMPAC capability, and between the IMPAC capability and Purchaser Furnished Equipment (PFE) and Purchaser Furnished Services (PFS).

4.3.2. System Design Specification (SDS)

4.3.2.1. The Contractor shall establish and maintain the IMPAC capability System Design Specification (SDS).

4.3.2.2. The System Design Specification (SDS) shall include the following information:

(1) Functional breakdown of the IMPAC capability.

(2) Physical breakdown of the IMPAC capability into Hardware, Software and Firmware Configuration Items (CI, refer to §5.2.1 for CI identification). The

breakdown shall include the number of licenses for each Software CI, with traceability to the functional breakdown.

(3) Physical and electrical integration of the IMPAC capability components, including mass and power budgets and the positioning of the IMPAC components inside the Transport Case.

(4) Integration of the IMPAC capability components with the PFS to meet the functional requirements of the SRS.

(5) Identification of COTS versus developmental items.

(6) Description of the inter-working of all components to meet the system requirements (physical interfaces between components, data flows).

(7) Deployment and Operation principles of the IMPAC capability: overview of how users will make use of the provided functionality, of how administrators and network managers will monitor and control the system.

(8) Recommended Spare Parts List (RSPL), including itemised prices for each part.

4.3.3. System Design Reviews

4.3.3.1. The Contractor shall conduct one Design Review with the Purchaser, at four (4) Weeks after EDC.

4.3.3.2. During the Design Review, the Contractor shall cover the following topics:

(1) System Design, as presented in the System Design Specification (SDS, Section 4 of the PIP), including any change request, or off-specification.

(2) Breakdown of the design into lowest-level Configuration Items (CI).

(3) List of off-the-shelf products to be used in the system: the Contractor shall identify the intended product and version, and note if any modifications, adaptations, or additional elements are required to meet the requirements in the SRS. For any elements that require development, the Contractor shall describe the design, development, unit testing, and integration approach.

(4) Steps to mitigate any risks identified in the Risk Log.

(5) Draft Test and Acceptance Plan for the FAT, FAST, PSA and pre deployment testing upon arrival in theatre, as provided with PIP.

(6) RSPL and its justification, provided as an availability analysis, following the availability requirements set forth in the SRS (refer to Appendix A), as provided with the PIP.

4.3.3.3. The duration of the review period of the SDS by the Purchaser shall be two (2) weeks, i.e. shall be finished by six (6) weeks after EDC.

4.3.3.4. A second Design Review shall be conducted, if the changes requested after the first meeting require the Contractor to re-engineer the solution in any way.

4.3.3.5. Purchaser review and acceptance of the SDS shall not imply Purchaser acceptance of the IMPAC capability design. It remains the sole responsibility of the Contractor to prove the design through the regime of testing set forth in the Contract. It will be the sole responsibility of the Contractor in the event that the system proves deficient in meeting the Contractual requirements.

4.3.3.6. As part of the Configuration Management activities, and like any other management product or specialist product, the Contractor shall update the SDS, in order to reflect changes, if any, at least at each of the following major milestones:

(1) The second Design Review, if required.

(2) The Provisional System Acceptance (PSA) of the deployed IMPACs, in garrison.

(3) The functional testing and the technical transfer to the users, in theatre.

(4) The Final System Acceptance (FSA) of the deployed IMPACs, at the Purchaser premises (NCIA SSUP, Brussels).

4.4. System Integration

4.4.1. General

4.4.1.1. The Contractor shall be responsible for the integration of the IMPAC capability. This means:

(1) Integration of the components that constitute the IMPAC.

(2) Integration of the IMPAC (kit) with Purchaser Furnished Services (PFS) as per §4.4.3.

(3) Integration in the IMPAC (kit) of Purchaser Furnished Equipment (PFE) as per §4.4.4.

(4) Integration of the WAN Optimisation System as per §4.4.6.

4.4.2. Integration of IMPAC components

4.4.2.1. The Contractor shall submit the networking components of the IMPAC for NCIA evaluation for addition to the NATO Approved Fielded Product List immediately after the SDR.

4.4.2.2. The Contractor shall support the evaluation process where required, including preparing the networking configuration to be evaluated, providing secure configuration, solving security shortcomings and documenting the secure configuration.

4.4.2.3. For the integration requirements of the hardware and software components that constitute the IMPAC (kit) please refer to the SRS.

4.4.3. Integration of Purchaser Furnished Services (PFS)

4.4.3.1. The Purchaser Furnished Services include:

(1) Inmarsat BGAN PSTN connectivity.

(2) Inmarsat BGAN IP connectivity through the BGAN Anchor Points.

(3) Internet termination through the Internet Anchor Points.

(4) Commercial or NATO owned NU WAN extensions at ISAF for connecting the IMPAC.

(5) NU WAN access through VPN Anchor Points.

(6) NU WAN connectivity between the above mentioned Anchor Points, NU WAN extensions and the ISAF SECRET Gateways.

(7) ISAF SECRET Gateways.

(8) ISAF SECRET Anchor Points.

(9) NATO IP crypto management.

(10) NATO PKI.

(11) Firewalls, IDS and IPS management.

(12) VTC over Secure IP.

(13) Voice over Secure IP (VoSIP).

(14) AMN Functional Area Services (FAS).

(15) AMN Information Services.

4.4.3.2. The Contractor shall support the request process of PFS for the IMPAC (kit) through:

4.4.3.2.1. Completion of NATO Service Requests (with a Excel form through the Purchaser for each IMPAC for the above mentioned PFS thereby detailing network design, equipment used, needed services, proposed IP numbering schemes etc.

4.4.3.2.2. Providing supplementary information or requests where needed.

4.4.3.2.3. The creation of network diagrams for each IMPAC by using the NCIA Visio stencils and templates for Deployable CIS detailing the intended connectivity and IMPAC components.

4.4.3.2.4. Updating these diagrams with NCIA provided service parameters such as IP addressing (unclassified), equipment and connection identifiers resulting from

the NCIA PFS request processing. This shall be done at a secure testing facility.

4.4.3.2.5. Engagement with NCIA for learning and executing the processes required to conduct the provisioning of the PFS.

4.4.3.3. The Contractor shall implement the IMPAC, SRS compliant, ready for immediate use of the PFS at trainings and theatre, which includes the following PFS integration activities by the Contractor:

(1) PFS compliant configuration of all IMPAC capability hardware and software components.

(2) The installation of VTC and VoIP client applications.

(3) Provisioning of the IMPAC capability (joining the laptops to the ISAF Windows domain, installing virus definition updates, NATO PKI enrolment of the networking equipment, initial IP crypto configuration) through actively working together with NCIA PFS administrators.

(4) The purchaser shall facilitate the functional testing of the PFS access (see FAST and PSA).

(5) Actively working together with NCIA PFS administrators to solve any issues that are discovered on the PFS access during implementation and testing with the IMPAC.

4.4.3.4. The Contractor shall implement the IMPAC according to:

4.4.3.4.1. Service access parameters and settings resulting from the service requests

4.4.3.4.2. NCIA recommended settings for the BGAN terminals, BGAN handsets, laptops and laptop applications.

4.4.3.4.3. NCIA Secure Configuration guidelines (these will be provided by the Purchaser).

4.4.3.4.4. NCIA standard templates and profiles for supporting deployable or mobile communications. Prior to the system integration at FAST (NCIA SDEL HQ Mons) the Contractor shall provide the detailed network design that guarantees that the IMPAC can operate according to the network concepts explained in the SRS, Appendix A,§A.2.2

4.4.3.5. When the Contractor proposes a design or settings that the Purchaser deems as deviating from the current practice implemented by NCIA over NATO or ISAF networks, the Purchaser may exercise the right to request a proof of concept from the Contractor, during FAST.

4.4.3.6. The Purchaser reserves the right to monitor the Contractor's system integration activities to ensure that sound engineering practices are followed.

4.4.4. Integration of Purchaser Furnished Equipment (PFE)

4.4.4.1.The IP Crypto Device (Thales TCE621/M) device is PFE

4.4.4.1.1. The IP Crypto Device will include as PFE accessories:

(1) Two Ethernet cables (see Appendix C)

(2) One power cable (see Appendix C)

(3) One key loader cable

4.4.4.1.2. The Purchaser will deliver a dummy version (physical form factor) of the TCE621/M to the contractor facility for mechanical integration purposes. The shipment cost from Purchaser to the contractor facility will be borne by Purchaser. The return transport from the contractor to NCIA SSUP (BE) shall take place under the Contractor's cost and responsibility.

4.4.4.1.3. The Contractor shall be or become familiar with the operation of the TCE621/M, to facilitate the engagement with NCIA for crypto provisioning and executing the IMPAC testing.

4.4.4.1.4. The Contractor shall perform modifications to TCE621/M cables and connectors where needed in order to fit in - and to operate with - the IMPAC elements. Any alternatives or changes to standard cabling delivered with the TCE621/M crypto device shall be coordinated with NCIA and documented (for inclusion in the security documentation prepared by the Purchaser). Refer to Appendix C for details.

4.4.4.2.Hard Drive Disk Encryption (HDDE, Eclypt Core 600 SSD 128GB) is PFE.

4.4.4.2.1. NCIA SDEL (sector Mons) shall undertake the physical installation and configuration of the HDDE in the laptops.

4.4.4.3.ISAF baseline (OS and applications, see SRS) is PFE

4.4.4.3.1. NCIA SDEL (sector Mons) shall create the images for the laptop disks with the ISAF Software baseline (OS and applications).

4.4.4.4.Unless otherwise mentioned PFE will not be provided before the start of FAST

4.4.5. Integration of Inmarsat BGAN terminals

4.4.5.1.The Contractor is responsible for the configuration of all Inmarsat BGAN terminals supporting the IMPACs, such that:

(1) NATO specific settings are applied before FAST, as conveyed to the Contractor at the Design Review.

(2) Different data modes (streaming at different speeds, background) on the terminal can be started and stopped by the IMPAC operator, without requiring the use of a BLACK laptop connected to the BGAN terminal.

(3) Different Packet Data Protocol (PDP) contexts are selectable for the implementation of QoS profiles.

(4) The phone port of the BGAN terminal supports 4 kbps PSTN calls.

(5) The fax port of the BGAN terminal supports ISDN 3.1 KHz audio calls.

(6) The BGAN terminal is using the latest firmware available through Thrane and Thrane, or Inmarsat.

(7) USB and wireless interfaces are disabled.

(8) The BGAN menu is password protected.

(9) Auto disconnect functions are enabled.

(10) BGAN Air Traffic monitoring tool is enabled.

4.4.5.2. Airtime expenditures associated to FAST, PSA and training (both in garrison and in theatre), will be borne by the Purchaser. The Contractor shall provide an estimate of the BGAN airtime requirements to support these stages. The Purchaser will assess these requirements, and reserves the right to reduce their scope, to reduce cost.

4.4.6. Integration of the WAN Optimisation System (WOS)

4.4.6.1. The Contractor shall design, implement, install, test and document the use of the WOS with the IMPAC per the requirements in the SRS.

4.4.6.2. The WOS shall be installed at the ISAF Secret Anchor Point at NCIA Mons as virtual machines on the VM Ware based platform of the Purchaser.

4.4.6.3. The Contractor shall submit the WOS for NCIA evaluation for addition to the NATO Approved Fielded Product List.

4.4.6.4. The Contractor shall support the AFPL evaluation process where required, including preparing the WOS configuration to be evaluated, providing secure configuration of the WOS, solving security shortcomings and documenting the secure configuration of the WOS.

4.4.6.5. For FAT and for AFPL evaluation the Contractor shall install the virtualized WOS on Contractor hardware. The shipment cost of the Contractor hardware from the Contractor to NCIA SDEL Mons, and from NCIA SDEL Mons to the Contractor shall be borne by the Contractor.

4.5. System Implementation

4.5.1. General

4.5.1.1. As introduced in § 1.3.3 of this SoW, the system implementation by the contractor shall span over the following three stages:

(1) Stage 1: Factory Integration and Testing followed by in-garrison Configuration, Provisioning, Testing and Training

(2) Stage 2: In-theatre Testing, Training, Acceptance and technical transfer

(3) Stage 3: Final System Acceptance (FSA) after which the 1 year warranty commences.

4.5.1.2. The implementation of the above three stages shall be outlined in the System Implementation Plan (SIP) as part of Section 4 of the PIP. The SIP shall be updated through the project, and shall be subject of review at each Project Review Meeting (PRM), until and including FAST.

4.5.2. Stage 1: Factory and In-garrison Integration, Testing and Training

4.5.2.1. Stage 1 shall cover the following activities:

(1) Factory-based integration and testing (FAT), including the crypto kits (dummy kit).

(2) IMPAC First Article system configuration at the factory when possible (when NATO regulations allow).

(3) First Article shipment to NCIA SDEL HQ (Mons).

(4) IMPAC and WOS Configuration, installation, provisioning and testing at NCIA SDEL HQ (Mons).

(5) First Article System Test (FAST), involving end-to-end testing and live access to AMN resources and services (user accounts) and WOS, with the IMPACs deployed at NCIA SDEL Sector Mons.

(6) Configuration of the remaining IMPAC systems at the factory where possible (when NATO regulations allow).

(7) Shipment of all IMPACs to NCIA SDEL Sector Mons.

(8) Configuration, provisioning and end-to-end testing in support of Provisional System Acceptance (PSA), involving access to AMN resources and services (user accounts) and WOS, with all ten (10) IMPACs deployed and operated at NCIA SDEL Sector Mons.

(9) Shipment of all IMPACs to NCIA SDEL CSSC Brunssum.

(10) Initial system training, at NCIA SDEL CSSC Brunssum.

(11) Preparation (packing) for shipment of the IMPACs to theatre, including the System Documentation. This involves shipment to the CSSC in Brunssum.

4.5.3. Stage 2: In-theatre Testing, Training, Acceptance and Handover

4.5.3.1. Stage 2 shall take place in theatre, and shall consist of the following activities for which the Contractor will provide on- site support to the Purchaser:

(1) Functional end-to-end testing upon arrival of equipment in theatre (subset of PSA tests);

(2) Initial System and Maintenance Training, attended by ISAF J6, NCIA Sector ISAF staff;

(3) Initial User training, attended by ISAF users (Liaison NATO Officers, local S6 cells);

(4) Technical transfer from NCIA SSUP to NCIA SDEL Sector ISAF.

(5) Once all IMPACs have been successfully transferred to NCIA Sector ISAF in accordance with the contract and subject to Purchasers agreement FSA will be conducted at the Purchaser's premises NCIA Brussels.

4.5.4. Stage 3: System Support

4.5.4.1. Stage 3 involves post-delivery (post FSA) Contractor's Support, including;

(1) The Final System Acceptance (FSA) preparation, and FSA meeting at the Purchaser's premises;

(2) 1 year warranty and an option to the Contract for additional training.

4.5.5. System Implementation Plan (SIP)

4.5.5.1. The System Implementation Plan (SIP), which shall be part of PIP, shall detail the following information:

(1) The Contractor's approach to all system implementation tasks, following the 3-stage breakdown presented in §4.5.1, and describing the activities at the various facilities involved (factory, NCIA HQ (Mons), NCIA SD Sector Brunssum, and Depot 26).

(2) The overall schedule for the implementation activities (subset of the Project Master Schedule, PMS).

(3) The Contractor organisation and key personnel involved in the system implementation, both in garrison and in theatre.

4.5.6. System Implementation Facilities

4.5.6.1. The Purchaser will provide the Contractor with (limited) access to the facilities at:

(1) NCIA SDEL HQ (Mons), for configuration, provisioning, testing and WOS installation.

(2) NCIA CSSC Brunssum for provisioning, testing and training.

(3) Depot 26, in theatre, for functional testing, training, commissioning and handover.

(4) NCIA SSUP Belgium/ Netherlands for meetings and FSA.

4.5.6.2. The Purchaser will facilitate TEMPEST testing of IMPAC equipment through its facilities in Mons or Brunssum, these facilities may not be used for development activities.

4.5.6.3. The Contractor shall solve all interface problems that may occur during the implementation, and shall bear the responsibility for the system's operation, support, and performance verification, from the time of FAST of the first unit, and until the functional end-to-end testing in theatre, and subsequent technical transfer to the users.

SECTION 5. INTEGRATED LOGISTICS SUPPORT (ILS)

5.1. ILS Planning

5.1.1. Integrated Logistics Support Plan (ILSP)

5.1.1.1. The Contractor shall develop and maintain the Integrated Logistics Support Plan (ILSP). The ILSP shall describe in detail all stakeholders, their responsibilities and the procedures to follow, that are relevant to sustaining the IMPAC capability and its associated support system during the in-service period, starting from FSA to End of Life. The ILSP shall encapsulate, at a minimum, all Support Element Plans and Concepts as defined below;

5.1.1.2. The ILSP shall be structured as follows, but is not limited to:

5.1.1.2.1. Introduction,

5.1.1.2.2. Scope and purpose,

5.1.1.2.3. Product Baseline (PBL; ref. 2.2.1, ACMP-1) description and background,

5.1.1.2.4. References and definitions,

5.1.1.3. ILS Element Plans:

5.1.1.3.1. Operational Concept

5.1.1.3.1.1 The Contractor shall describe the Operational Concept that defines the operational environment, constraints, locations, procedures, artefacts, organisation and personnel skills to operate the PBL.

5.1.1.3.1.2 The Operational Concept shall refer to the Operational Requirements of the Functional Baseline (FBL).

5.1.1.3.2. Maintenance Concept

5.1.1.3.2.1 The Contractor shall develop and maintain the Maintenance Concept for the PBL that defines the maintenance environment, constraints, locations, procedures, artefacts, organisation and personnel skills to maintain the PBL.

5.1.1.3.2.2 The Maintenance Concept shall refer to the functional and non-functional Maintenance Requirements of the FBL.

5.1.1.3.2.3 The Maintenance Concept shall define the 1st, 2nd, 3rd, and 4th Level Maintenance tasks. At each of these Levels, the procedural description shall include objective(s), triggering event(s), input(s), output(s), task(s), roles and Responsibilities, Accountabilities, Consulting, and to Inform (RACI-format), constraints, exceptional case(s), tool(s) support.

5.1.1.3.2.4 The 1st Level Maintenance tasks shall be defined and designed for users and operators without specialised knowledge and shall include, but are not limited to: day-to-day "Housekeeping" tasks; visual inspections; verification of Configuration Item (CI) functions and performance; and change of the PBL configuration settings (e.g. attributes) for the adaptation to the operational environment or use.

5.1.1.3.2.5 The 2nd Level Maintenance tasks shall be defined and designed for users and operators that have received IMPAC training, and shall include, but is not limited to: detailed PBL inspections and system checkouts; limited calibrations; replacement of CIs without specialised equipment or skillset; and minor equipment repairs and modifications.

5.1.1.3.2.6 The 3rd Level Maintenance tasks shall be defined and designed for specialised military maintenance personnel, and shall include, but is not limited to: problem and modification analysis; complex CI repairs and/or replacements; detailed calibrations; supply support; overhaul and rebuild; implementation of major and/or critical changes; restoration of the PBL (e.g. emergency maintenance) that requires specialised maintenance personnel and equipment; update and submit the documentation baseline and perform a post-maintenance implementation review; monitor and coordinate the transportation of faulty equipment out of theatre and replacement equipment back into theatre.

5.1.1.3.2.7 The 4th Level Maintenance tasks shall be defined and designed for OEM vendors and suppliers, and shall include, but is not limited to: repair or replacement of faulty items beyond the capability of third level maintenance, usually under warranty, at NATO supplier level.

5.1.1.3.2.8 As part of the Maintenance Concept, the Supply Support Plan shall define the supply support requirements and shall describe the procedures for the provisioning, procurement, and acquiring of spare/repair parts, inventories, and consumable material for the PBL.

5.1.1.3.2.9 The Maintenance Concept shall define the PBL maintenance and supply flow amongst the various NATO and non-NATO locations, organisations, groups, and people.

5.1.1.3.3. Customer Support Concept

5.1.1.3.3.1 The Contractor shall develop and maintain the PBL Customer Support Concept showing how the 1st, 2nd and 3rd Level Support will be implemented and performed.

5.1.1.3.3.2 The 1st Level Support shall implement the Issue Management to solve any incidents or propose workarounds to restore operational use. The 2nd Level Support shall identify fundamental Problems and propose solutions to be implemented by the 3rd Level Support.

5.1.1.3.3.3 At each Support Level, the PBL Support Concept shall describe the support environment, constraints, locations, procedures, artefacts, organisation and personnel skills to perform the support level to the PBL.

5.1.1.3.3.4 The procedural description shall include objective(s), triggering event(s), input(s), output(s), task(s), roles and responsibilities (RACI-format), constraints, exceptional case(s), tool(s) support.

5.1.1.3.4. Training Plan

5.1.1.3.4.1 The Contractor shall develop and maintain the Training Plan (POI Document-III) that defines the Training Enabling Objectives (EOs), teaching points, methods, timings, schedule, resources and references, using the template from Bi-SC Directive 75-7 Annex-J;

5.1.1.3.5. Configuration Management Plan - CMP,

5.1.1.3.5.1 The Contractor shall develop and maintain the CMP that defines the environment, constraints, locations, procedures, artefacts, organisation and personnel skills to manage the PBL configuration in accordance with the NATO ACMP-1;

5.1.1.3.5.2 The procedural description shall include objective(s), triggering event(s), input(s), output(s), task(s), roles and responsibilities (RACI-format), constraints, exceptional case(s), tool(s) support;

5.1.1.3.6. Transportation Plan

5.1.1.3.6.1 The Contractor shall develop and maintain the Transportation Plan that defines all planned (partial-) shipments, locations, point of contact(s), transportation stages, schedules, and alternative schedules;

5.1.1.3.6.2 The Transportation Plan shall offer alternative schedules with associated impact on the overall cost and schedule;

5.1.1.4. The initial version of the ILSP shall be provided to the Purchaser for acceptance. Upon Purchaser Acceptance, the ILS Plan shall be placed under the Purchaser's IMPAC Configuration Control Board (CCB), and shall be made part of the System Documentation (refer to §7.1.2.1).

5.2. Maintenance and Support

5.2.1. The Contractor shall be responsible for all levels of Maintenance and Customer Support until FSA. After FSA, all levels of Maintenance and Customer Support will be provided by the NCI Agency (except for warranty).

5.2.2. Provision of Customer Support

5.2.2.1. Starting at date of Technical Transfer, until FSA, 1st Level Customer Support responsibility shall be gradually transferred from the Contractor to the NCI Agency Sector ISAF in Kabul and KAF (Depot 26 and Depot 38) or alternatively to the local ISAF HQs S6 sections

5.2.2.2. The Contractor furnished 2nd Level Customer Support shall be provided onsite.

5.2.2.3. The Contractor furnished 2nd Level Customer Support process shall create and deliver a Problem Analysis Report per identified Issue or set of Issues as the result of the Problem Management Process.

5.2.2.4. The Contractor furnished 2nd Level Customer Support process shall create and deliver a Change Request as the result of the Problem Management Process work steps

5.2.2.5. The Contractor furnished 2nd Level Customer Support process shall create and maintain descriptions of all solutions (Quick solution, Work around, Patch, Baseline Release) to known issues in a COTS software database ("Known Error Database"). The Known Error Database shall be established during the Baseline FAST testing. The Known Error Database shall link issue(s) to solution(s) and corresponding documentation and expert POC.

5.2.2.6. The Contractor furnished 3rd Level Customer Support shall be provided offsite at the Contractor's premises

5.2.2.7. The Contractor furnished 3rd Level Customer Support shall implement and release solutions as defined in the Change Request.

5.2.3. Provision of Maintenance

5.2.3.1. Starting at date of Technical Transfer, until FSA, the 1st and 2nd Level Maintenance responsibility shall be gradually transferred to the Operational Users and Operators.

5.2.3.2. The Contractor shall provide 3rd and 4th Level Maintenance offsite at the Contractor's or product vendor's premises

5.2.3.3. The Contractor shall provide 4th Level Maintenance (warranty), starting from FSA, during the one year warranty period

5.2.3.4. At the request off the Purchaser, the Contractor shall provide onsite 3rd Level Maintenance and Customer Support in Afghanistan, the travel not to exceed **two (2) calendar weeks.**

5.3. Configuration Management

5.3.1. Configuration Item Identification

5.3.1.1. The Contractor shall divide the products and specialist products into CIs;

5.3.1.2. The CI structure shall be a graph structure with the Product Baseline being the top level and shall show the relationships between the lower level Baselines and CIs;

5.3.1.3. An explanation of the rationale and criteria used in the process of selecting CIs shall be provided and be based on the criteria for selection of CIs as detailed in ACMP-2;

5.3.1.4. The CIs shall be chosen in a way to assure visibility and ease of management throughout the development effort and the support to the OPL after acceptance;

5.3.1.5. All COTS, adapted, and developed software shall be designated as CIs;

5.3.1.6. Where COTS can be installed in a modular fashion, the description of the CI shall unambiguously identify the complete list of installed components;

5.3.1.7. All complete hardware elements shall be designated as CIs;

5.3.1.8. Additional guidance about CI selection can be found in ACMP-1 and in STANAG 4159;

5.3.1.9. The Contractor shall ensure that the configuration baselines and configuration items are persistently stored in a COTS Configuration Management Database (CMDB) and that it shall be kept consistent and updated;

5.3.1.10. The CMDB shall provide the ability to easily trace higher and subordinate CIs using CI identifiers or other CI attributes;

5.3.1.11. Every CI shall have a unique identifier;

5.3.1.12. The Purchaser reserves the right to modify the CI structure and attributes;

5.3.1.13. The level of granularity for the Configuration Item selection shall reach at minimum:

5.3.1.13.1. Line Replaceable Units (LRUs) - Hardware CIs,

5.3.1.13.2. Software Assets and/or Firmware - Software CIs,

5.3.1.13.3. Documentation delivered under this Contract - Documentation CIs.

5.3.1.14. The Hardware CI attributes shall include, but is not limited to, the Material Datasheet information (see Section 2.2.3.3);

5.3.1.15. The Software CI attributes shall include, but is not limited to, the ACMP-1 definitions;

5.3.1.16. The Documentation CI attributes shall include, but is not limited to, the Contract Schedule of Supplies and Services (SSS);

5.3.2. Configuration Control

5.3.2.1. The Contractor shall be fully responsible for the Configuration Control of all Baselines and CIs in accordance with ACMP-3;

5.3.2.2. The Contractor shall define the responsibilities and procedures used within the Contractor's organization for configuration control of established CI, and for processing changes to these CI.

5.3.2.3. The authority and responsibility of the Contractor and the Purchaser with respect to configuration control shall be defined herein.'

5.3.2.4. The Contractor shall define the Configuration Baseline Change procedures and shall submit Notice of Revision or Request for Deviations and Waivers when required and approved by the Purchaser;

5.3.2.5. Change Request

5.3.2.5.1. Any change request shall include, as a minimum, the following information:

(1) Change Request Number

(2) Requirement affected (using the outline numbering of the core SOW, or of Appendix A, B)

(3) Nature of change

(4) Rationale for the change

(5) Impact of change

(6) Description of how the change will be reflected in the delivered system's cost, schedule, and/or performance. This description shall include any trade-offs that shall be considered.

(7) Status

(8) Priority

5.3.2.5.2. The Contractor shall maintain a version control system as part of its CM program and CMDB. This version control system shall allow for the unique identification of all changes to the CIs, no matter how minor the change.

5.3.3. Configuration Status Accounting

5.3.3.1. The Contractor shall be fully responsible for the Configuration Status Accounting (CSA) for all CIs in accordance with ACMP-4;

5.3.3.2. Under the CSA function the Contractor shall prepare CSA reports in a manner, and format which shall be proposed by the Contractor in his CM Plan and approved by the Purchaser;

5.3.3.3. The Contractor shall deliver CSA reports to the Purchaser both as part of management and specialist products in this contract and also as standalone documents at the Purchaser's request;

5.3.3.4. At the end of the Contract, the Contractor shall deliver a set of final CSA reports for each CI in both hard copy and in electronic media;

5.3.4. Configuration Verification

5.3.4.1. Upon request from the Purchaser, the Contractor shall support configuration audits to demonstrate that the actual status of all CIs matches the authorised state of CIs as registered in the CSA reports according to ACMP-5;

5.3.4.2. The Contractor shall support the Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA) by providing the required Baseline Documentation and answering questions from the Purchaser's Auditor;

5.3.4.3. The Contractor shall draft a Configuration Audit Report for the FCA and PCA that summarises the results for the Purchaser's approval;

5.3.4.4. The Contractor shall solve any deficiencies found during the Configuration Management Audits within the agreed timeframe and update the Baseline accordingly;

5.3.4.5. The initial version of the ABL, and PBL shall be provided to the Purchaser for acceptance. Upon Purchaser Acceptance, ABL and PBL shall be placed under the control of the Configuration Control Board (CCB);

5.3.4.6. The acceptance of the ABL and PBL by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This acceptance in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract;

5.3.4.7. The Contractor shall keep the contents of the ABL and PBL under Configuration Control and shall keep it current to reflect the progress of the project activities;

5.3.5. Configuration Management Tool

5.3.5.1. The Contractor shall create and maintain a COTS based Configuration Management Database (CMDB) that persists the Configuration Item (CI) attributes, (inter-) relationships, and Configuration Baselines;

5.3.5.2. A software version source code control program shall be used for any custom software development;

5.3.5.3. The Contractor shall provide these tools as part of the PBL if they are non-COTS and deliver a proprietary database format;

5.4. Packaging, Handling, Storage and Transportation (PHS&T)

5.4.1. Development and maintenance of the Transportation Plan

5.4.1.1. The Contractor shall provide the Transportation Plan twenty (20) working days before the first delivery in electronic format;

5.4.1.2. The Transportation Plan shall describe the end-to-end route and stages of the PBL CI transportation from the Contractor's origin to its final operational destination;

5.4.2. **Deliver Hardware Baseline**

5.4.2.1. The Contractor shall transport all equipment covered under this Contract, from a NATO country to NCIA SDEL Mons, Belgium and to the NATO depot at CSSC Brunssum (Depot 3), The Netherlands, at the expense of the Contractor;

5.4.2.2. All equipment covered under this Contract will be transported from the NATO depot at CSSC Brunssum (Depot 3), The Netherlands to final destination in Afghanistan by the Purchaser, at the expense of the Purchaser;

5.4.2.3. The NCIA PoC for all shipment instruction and shipment request is:

NCI Agency, Service Supply
Attn.: Mr Heinz Mueller-Nordmann
Principal ILS Assistant
Ave. du Bourget 141
B-1110 Brussels
Belgium
Tel: +32 (0)2 707 8669
Fax: +32 (0)2 707 8770
E-mail: heinz.mueller-nordmann@ncia.nato.int

5.4.3. System Inventory/ Material Data Sheet (MDS)

5.4.3.1. The Contractor shall provide ten (10) working days before the first delivery in electronic format a Material Data Sheet that, as a minimum, shall include the data elements cited with an "M" mandatory below, if applicable. This listing, amended as necessary, shall be used for acceptance purposes and to create data element entries in the NATO Accounting system.

5.4.3.2. The final System Inventory shall be provided as a hard copy as well as on electronic media in Microsoft Excel or Access database format. Details on the exact format of the various data elements to be adopted will be communicated following contract award. An inventory template together with a full content description for each column (electronic format) shall be provided to the Contractor at the time of contract award. For information purposes, the minimum inventory/equipment data elements required are as follows:

a. Contract Customer Line Item Number (CLIN);

b. NATO Stock Number (NSN - if available);

c. Nomenclature – **M**;

d. Expendable/Repair code XB/ND – **M**;

e. True Manufacturer Part Number – **M**;

f. True Manufacturer Cage Code – M (or complete name and address);

g. Vendor/Contractor Cage Number (or complete name and address) – **M**;

h. Vendor/Contractor Part Number – **M**;

i. Quantity ordered-**M**;

j. Order Unit – **M**;

k. Serialized Item Tag – **M**;

l. Serial number – **M**;

m. Serial number software revision level;

n. Serial number hardware revision level;

o. Other serial number attributes;

p. Currency – **M**;

q. Unit Price – **M**;

r. Warranty expiration date – **M**;

s. Receiving NATO Depot;

t. Extended Line Item Description;

u. Part Number of next higher assembly;

v. Quantity in the next higher assembly.

5.4.4. Codification

5.4.4.1. On the basis that an adequate manufacturer's identification numbering system is in place, the NATO codification (as described in Clause 33 of the NCIO General Provisions) is not required.

5.4.5. Spare Parts

5.4.5.1. The Contractor shall provide a detailed and priced Recommended Spare Parts List (RSPL) that shall reflect all individual spare part components for the installed equipment.

5.4.5.2. The RSPL shall as a minimum include the following main subjects:

(1) Item sequence number;

(2) Detailed item description;

(3) True manufacturer's part number;

(4) True manufacturer's identification code (Cage Code) or name;

(5) Mean Time Between Failures (when validated data is available);

(6) Next higher assembly;

(7) Unit price.

5.4.5.3. Spare Parts shall be individually identified, selected and ordered in the Contract.

5.4.5.4. If ordered,Spare Parts shall be provided in adequate transport cases, protecting the parts during transportation and storage.

5.4.6. Preservation and Packaging

5.4.6.1. The Contractor shall ensure that the various supplies will be transported, packaged, crated, or otherwise prepared in accordance with the best commercial practices for the types of supplies involved, giving due consideration to shipping and other hazards associated with the transportation of consignments to overseas.

5.4.6.2. The Contractor shall ensure that packing lists are provided in such a way as to permit easy identification of the items to be delivered to destinations. These packing lists shall accompany the shipment. Each individual box from a consignment shall have one packing list in weather proof envelope affixed to the outside of each box that indicates exactly what is contained inside. One copy shall also be put inside each box.

5.4.6.3. A detailed description of packaging to be used shall be provided.

5.4.6.4. Any special packaging materials required for the shipment of items shall be provided by the Contractor.

5.4.7. Package Marking

5.4.7.1. The packages, palettes and/ or containers in which supplies are transported shall, in addition to normal mercantile marking, show on a separate nameplate the project name, contract number and shipping address.

5.4.7.2. All hardware packaging supplied shall be marked as applicable with the true manufacturer's part number, serial number and revision level as identified in the relevant technical documentation.

5.4.8. Packing Lists

5.4.8.1. Packing lists shall accompany each shipment, which shall as a minimum include the following:

(1) The NCIA contract number;

(2) The NCIA Project Title;

(3) Item description;

(4) Item part number and serial number;

(5) CLIN number as per the SSS;

(6) Name and address of the Contractor/ Sender, the Purchaser and Consignor;

(7) Detailed weight and dimensions per box/pallet/container;

(8) Box number and number of boxes in the consignment.

5.4.8.2. Two copies of the packing lists shall be fastened in a sealed envelope on the outside of each box, palette and/ or container.

5.4.9. Customs Form 302

5.4.9.1. The Contractor shall ensure the timely request of Customs Forms 302 which are required for duty free import/export of supplies. Following receipt of the request by the Purchaser, normally a maximum of three working days is required for the issue of the form. This form is not required for movements within the European Union.

5.4.9.2. These forms shall be originals and cannot therefore be faxed but shall be mailed or sent by mail/express courier. In case that an express courier has to be used to ensure that the form is available in time before shipment, all associated costs shall be the responsibility of the Contractor.

5.4.9.3. The written request for a 302 form shall contain the following information:

(1) Purchaser Contract Number.

(2) CLIN, Designation and Quantities.

(3) Destination.

(4) Number and Gross Weight.

(5) Consignor's and Consignee's Name and Address.

(6) Method of Shipment, i.e. road, rail, sea, air, etc.

5.4.9.4. If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Customs Officer a written statement establishing that his country refuses to accept the Form 302. Only after having received Purchaser's approval the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertaining documents.

5.4.9.5. The Contractor shall inform forwarding agents of the availability of Form 302 and how this form is utilised to avoid the payment of customs duties. This Form 302 shall be added to the shipping documents to be provided to the carrier.

5.4.10. Notice of Shipment

5.4.10.1. Ten (10) working days before each shipment of supplies, the Contractor shall provide the Purchaser with a notice of shipment comprising the following details:

(1) Shipment Date.

(2) Contract Line Item.

(3) Consignor and Consignee.

(4) Number of Packages/Containers.

(5) Final/Partial Shipment.

(6) Mode of Shipment.

(7) Number of 302 Forms used (if used).

5.5. Warranty

5.5.1. The Contractor shall warrant that all delivered Software and Hardware Configuration Items under this Contract function according to their specifications.

5.5.2. The Warranty period for all Hardware and Software CI's starts at FSA for the duration of one (1) calendar year.

5.5.3. The Contractor shall repair/ replace/ fix all CI's received through the Customer Support and/or Maintenance process with the highest priority allocated and shall be responsible for returning the CI to the NATO Depot 3 at CSSC Brunssum, The Netherlands through express delivery or electronic submission within ten (10) working days after receipt at the Contractor premises, at the expense of the Contractor. Return of failed items to the Contractor is the responsibility of the Purchaser, at the expense of the Purchaser.

5.5.4. If the Contractor becomes aware at any time before acceptance by the Purchaser that a defect exists in any PBL Hardware and Software CI, the Contractor shall coordinate with the Purchaser and promptly correct the defect.

5.5.5. In no case will the Purchaser accept the return of a full IMPAC unit to the factory for the purpose of replacing or upgrading single components.

5.5.6. The Contractor shall warrant that any developed PBL Software CI(s) shall perform according to their ABL specifications and that any defects discovered shall be corrected.

5.5.7. The Contractor shall be responsible for updating and maintaining the PBL throughout the Warranty period.

5.5.8. The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available ensuring ABL and PBL compliance.

5.5.9. During the 1-year warranty period the Contractor shall be responsible for implementing all COTS hardware and/or software upgrades.

5.5.10. The availability of COTS hardware and/or software upgrades shall be made known to the Purchaser and, if proposed for introduction by the Contractor for whatever reason, including any corrective action for an identified fault, shall always be subject to Purchaser approval.

5.5.11. The Contractor shall submit at the end of the Warranty period a Warranty Report that documents all identified Warranty cases, affected CI's, corrective actions, cost and schedule.

SECTION 6. QUALITY ASSURANCE AND CONTROL

6.1. Quality Assurance Program

6.1.1. The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) program throughout the Contract lifetime. This program shall be in accordance with the compliance documents, and shall meet the requirements of ISO 9001:2008.

6.1.2. The QA program shall apply to all services and all products (both management products and specialist products) to be provided by the Contractor under this Contract (this includes all hardware and Software COTS as well as developed for this project – documentation and supplies that are designed, developed, acquired, maintained or used, including deliverable and non-deliverable items.).

6.1.3. The QA program shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products (both management products and specialist products), in accordance with the requirements of this Contract.

6.1.4. The Contractor shall include certificates of the same nature for all major sub-contractors who are expected to manufacture and deliver critical elements of the system and show how the provisions of the Prospective Contract regarding QA/QC will be inserted in all subcontracts and enforced by the Prime Contractor.

6.1.5. The QA program shall be described in detail in the Quality Assurance Plan (QAP, Section 6 of the PIP).

6.1.6. The QAP shall clearly indicate the QA activities, responsibilities, and controls for the Contractor and any sub-Contractors.

6.2. Purchaser Quality Assurance Representative

6.2.1. As provided under STANAG 4107 (see 2.4.1), the Purchaser has the right to delegate some of the QAR responsibilities to a National Quality Assurance Representative (NQAR).

SECTION 7. DOCUMENTATION

7.1. Documentation Requirements

7.1.1. Documentation Format

7.1.1.1. All the documentation to be provided under this Contract shall be written in English (preferably United Kingdom Standard).

7.1.1.2. The security classification of any non-COTS documentation shall follow the NATO security guidelines. No Contractor-provided documentation shall bear any non-NATO protective markings.

7.1.1.3. Any contractual documentation shall have a clear title indicating the Contractual deliverable it pertains to, a reference and version number, and appropriate signature blocks demonstrating that the documentation has been subject to the Contractor's quality process.

7.1.1.4. Any contractual documentation shall include a 'version history' block identifying at least for the last version the complete list of changes brought to the document since the previous version, and clearly indicating any superseded documents (including the previous version of the document).

7.1.1.5. Each change from the previous version shall be identified at least by Section#, Page#, Nature of change. (A summary list is sufficient provided that the changes are tracked within the document, e.g. using the 'change tracking' mechanism in MS WORD, or some equivalent for other applications).

7.1.1.6. Electronic format documents shall be delivered in both native format and in collated PDF version (integrating different formats/sections for each document).

7.1.2. System Documentation

7.1.2.1. The System Documentation shall consist of:

(1) System Design Specification (SDS), refer to § 4.3.2;

(2) System Configuration Files, refer to §7.1.3;

(3) As-Built drawings, refer to §7.1.4;

(4) Manuals, refer to §7.1.5 and Section 5;

a. Equipment Operating & Maintenance Manual,

b. IMPAC Administrator Manual,

c. IMPAC User Manuals

d. Quick Setup Card

(5) Integrated Logistics Support Plan (ILSP), refer to Section 5;

(6) Training Material, refer to Section 8;

(7) Test Procedures, Test Reports and Off-Specification Reports, if applicable (refer to Section 9 of this SoW);

(8) Inventory of provided assets (CMDB);

(9) Spare Parts Lists.

(10) Known Error Database.

(11) Certificate of Conformaty.

7.1.3. **System Configuration Files**

7.1.3.1. The configuration of the BGAN terminal, networking devices, crypto device, and any other components of the IMPAC and the WOS, shall be documented in the System Configuration Files.

7.1.3.2. The System Configuration Files shall also contain guidance on how to show, edit and save those configurations on the respective devices, together with user or administrator passwords, as required.

7.1.3.3. The System Configuration Files shall be classified and labelled according to their official NATO classificaiton.

7.1.4. **As Built Drawings**

7.1.4.1. As Built drawings shall be self-sufficient and independent of any other documents and shall cover Plans of the physical details of all installed equipment, cables, apparatus and devices, and details of all interfaces plus all original manufacturer documents.

7.1.5. **Manuals**

7.1.5.1. Equipment Operating & Maintenance Manuals

7.1.5.1.1. The Contractor shall provide Equipment, Administrator, Quick Set Up, WOS and User Manuals for all hardware and Software installed in the IMPAC and WOS, including COTS and Contractor customized or developed items.

7.1.5.1.2. COTS manuals may require amendments by preparation of supplemental data to make them fully acceptable for Purchaser use.

7.1.5.1.3. The Equipment Manuals shall cover at least:

(1) Installation instructions.

(2) Physical, power and environmental data.

(3) Functional descriptions.

(4) Performance data.

(5) Descriptions of all indicators, switches, switch positions, displays etc.

(6) Operating instructions.

(7) Interfaces to external systems.

(8) Maintenance instructions.

(9) Fault finding techniques.

(10) Support equipment/tools description.

7.1.5.2.IMPAC Administrator Manual (kit only)

7.1.5.2.1. The IMPAC Administration Manual shall:

(1) Provide all information and procedures required for the installation, configuration, provisioning, gathering usage information, testing, maintenance, troubleshooting, using spares and repair of the IMPAC capability by NATO CIS personnel.

(2) Include but not be limited to mechanical, electrical, layer 2 and layer 3 network connectivity aspects for the information and procedures described at (1).

(3) Provide an overview of the IMPAC capability

(4) Provide an overview of the IMPAC (sub) components

(5) Cover IMPAC performance data, environmental conditions, physical data, and power requirements.

(6) Describe and explain at physical level how the IMPAC is integrated.

(7) Describe and explain at network level how the IMPAC is integrated with the PFE and PFS.

(8) Provide references to the Equipment Manuals.

(9) Comply with IEC 82079-1.

7.1.5.3.IMPAC User Manual (kit only)

7.1.5.3.1. The IMPAC User Manual shall:

(1) Be usable as a user manual for the operation of the IMPAC in the field by a non-technical user who is not trained on the IMPAC.

(2) Be organized around using the IMPAC capabilities (such as accessing ISAF SECRET data, making a PSTN call, troubleshooting, etc.) and the associated tasks and not on product or technology descriptions.

(3) At least address the subjects as described at 8.2 Training Contents.

(4) Comply with IEC 82079-1.

(5) Be compact (A5 size) and durable for field usage (water proof print and paper, hard covers, and coil binding).

7.1.5.4.Quick Setup Card (kit only)

7.1.5.4.1. The IMPAC Quick Setup Card shall be produced as a small (A4 or A5) and solid (laminated) sheet with illustrated instructions. It shall instruct an operator not trained on the IMPAC to operate the IMPAC through easy to follow steps.

7.1.5.4.2. At least the following shall be included in the Quick Setup Card:

(1) Connecting to the BGAN terminal and starting the BGAN services.

(2) How to setup and operate the IMPAC.

(3) Accessing the ISAF SECRET network through the IS laptop.

(4) Making PSTN calls.

(5) Making VoIP calls.

(6) Making VTC calls.

(7) Disconnecting from services

(8) How to dismantle and repack IMPAC

7.1.5.5.WOS Administration Manual

7.1.5.5.1. The WOS Administration Manual shall:

(1) Provide all information and procedures required for the installation, configuration, provisioning, gathering usage information, testing, maintenance, troubleshooting, using spares and repair of the WOS by NATO CIS personnel.

(2) Describe and explain at network level how the WOS is integrated with the PFE and PFS.

(3) Provide references to the Equipment Manuals.

(4) Comply with IEC 82079-1.

7.2. Documentation Delivery and Review

7.2.1. The System Documentation shall be part of the packaging of the IMPAC, when the system is shipped from CSSC (Depot 3) to Depot 26 (ISAF).

7.2.2. The Contractor shall present the documentation deliverables and the delivery schedule, in a Documentation Plan (DP, Section 7 of the SoW)

7.2.3. The documentation shall be available on electronic media using standard Software packages at least readable on Microsoft based systems and allowing ‘cut and paste’ so that the Purchaser can easily transfer some of their contents to other documents.

7.2.4. One hard copy and one soft copy of the manuals shall be provided for each IMPAC and an additional hard and soft copy at each of the following locations:

7.2.4.1. D26 (ISAF), Sector ISAF, NCIA documentation centre, NATO Training centre Latina.

7.2.5. The Contractor shall submit all documentation in electronic and paper format to the Purchaser for review and comments as applicable.

7.2.6. Except otherwise stated for specific documents, the following provisions shall apply for any documentation to be provided by the Contractor under this Contract:

7.2.6.1. The Contractor shall provide a first draft (version 0.1) of each deliverable for Purchaser review. The first draft shall be substantially complete in content and formatting.

7.2.6.2. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within ten (10) working days of receipt. The Purchaser reserves the right to return without review a document that has significant deficiencies (e.g. a document only including a table of contents). The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.

7.2.6.3. The Contractor shall resubmit the document as a revised draft (version 0.2) incorporating the Purchaser's comments within ten (10) working days after receipt.

7.2.6.4. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within ten (10) working days of receipt.

7.2.6.5. The Contractor shall provide the Final (version 1.0) document within ten (10) working days of receipt of the Purchaser's comments on the revised draft.

SECTION 8. TRAINING

8.1. General

8.1.1. All training as described below is only required for the IMPAC kit.

8.1.2. The Purchaser considers proper training crucial to the successful operation of the IMPAC.

8.1.3. The Contractor shall provide training in garrison and in theatre.

8.1.4. The training responsibilities to be undertaken by the Contactor shall cover:

(1) Maintenance and Support training courses (IMPAC Administrator),

(2) User Operator training courses,

(3) The supporting materials for (1) and (2) above.

8.1.5. Two types of instructor- led training shall be provided by the Contractor:

(1) IMPAC User Operator Training course, for setting up and operating the IMPAC.

(2) IMPAC Administrator course, for NATO instructors responsible for conducting training and the in theatre NCIA SDEL Sector ISAF.

8.1.6. The IMPAC Administrator training package shall be based on the User operator training package, modified or augmented as follows:

(1) Background and context information shall be covered with a higher level of detail, to give the trainer a closer view of the network architecture, through:

a. Details on how the IMPAC is integrated with the networks in SHAPE and ISAF, including detailed network diagrams.

b. Description and justification for the configuration of key components of the IMPAC.

c. Review of any additional capabilities that the system can provide.

(2) Training material specifically built for trainers to teach the IMPAC Operator Training courses in theatre

(3) Guidance and hints for effectively conducting the training courses (assume future trainers have no former training experience).

8.1.7. A Training Plan (TP) detailing the development and implementation of the training deliverables shall be provided by the Contractor to the Purchaser for review.

8.2. Training Contents for the IMPAC

8.2.1. As a minimum the Training Contents shall include (not necessarily in this order):

(1) Overview of the IMPAC capabilities.

(2) Overview of the IMPAC cases and their components.

(3) Packing and unpacking.

(4) Overview and operation of the BGAN terminal, including setup of the different data modes on the BGAN (streaming, best effort), and guidance on when to use which.

(5) Setup of the IMPAC including:

   a. TCE configuration and NIATC (NATO Information Assurance Technical Centre) activation (this will be confidential information to be left out of the training documentation).

   b. Operation of the laptop with Eclypt.

   c. ISAF SECRET data access, domain and user account logins.

   d. ISAF SECRET VoIP and VTC access.

   e. Using the IMPAC in the 'light'setup

(6) Connection through the IS LAN, NU WAN.

(7) Power options for the IMPAC, including:

   a. Operation on mains power (AC).

   b. Operation on Power Backup including:

      i. Maximizing battery autonomy and battery life

      ii. Battery charging

   c. Operation on military batteries.

   d. Operation on vehicle batteries.

(8) Safe operation of the IMPAC and its components, including:

   a. The use of the Li-Ion batteries.

   b. Electrical safety.

   c. RF hazards.

(9) Secure operation of the IMPAC, including IMPAC-specific security measures in the SecOPs and SSRS (only NATO Unclassified information shall be put in the user manual)

(10) Recommendations for operational usage, including:

   a. Practical limitations of Inmarsat-based connections (speed, latency, contention, blocking).

   b. Monitoring air-time usage statistics (volume, duration, cost).

c. Use of BGAN streaming and background services.

d. Best-use (lowest cost, fastest) of desktop applications, related to the Inmarsat bandwidth, link latency and costs

e. Recommendations provisions for the use of software updates (in accordance with SecOPs).

f. Use of support tools, applicable to BGAN services and to the IMPAC (refer to Appendix A)

g. Dealing with the environmental conditions of the ISAF theatre, such as high and low temperatures (component limitations), dust, and transport (packaging).

(11) Basic troubleshooting of the IMPAC, including:

a. Fault finding, including:

i. Use of indicators on the components (LEDs, displays)

ii. Use of basic network testing tools, like *ping*

iii. TCE diagnostics.

iv. Network component console access.

b. Fault resolution and workarounds, including:

i. Cable replacement.

ii. Fuse replacement.

(12) Logistics support processes, including:

i. Where and how to ask for support (including hot-lines, to be provided by the Contractor, NCIA support desk, Inmarsat)

ii. How to report issues

8.3. Training Design

8.3.1. The training design shall follow an existing instructional methodology that links training objectives with course structure, instructional techniques, course content, and assessment tools.

8.3.2. The training shall gradually build-up from a basic setup, adding more complicated topics as the training sessions evolve (such as troubleshooting, or use of alternative power sources)

8.3.3. The training shall concentrate on operator *tasks* needed to make use of the IMPAC rather than explaining how individual *components* work to support those capabilities.

8.3.4. The training shall maximize the active participation of the students, and make maximum use of hands-on exercises, assigning one IMPAC per every two students, when circumstances permit.

8.3.5. On completion of the training the trainee shall be able to pass a confirmatory test to show that they are competent to utilise the equipment according to their role. This test shall be completed as an individual to replicate a typical use case scenario.

8.4. Training Delivery

8.4.1. Supporting documentation

8.4.1.1.The Contractor shall create:

(1) Student handbooks for each course, providing the student with necessary information on all lesson objectives and contents, guidance for all learning activities and cross-references to assist the students in achieving the course objectives

(2) Self-training guides, providing the student with all necessary information to assist the students in learning the operation of the IMPAC without access to a trainer or instructor-led course

(3) Course certificates to certify students successfully completed the course

(4) Trainer guides, containing all necessary information for future trainers to prepare and conduct lessons, and to evaluate students, including exercises, quizzes, and examinations (with their corresponding answer sheets).

8.4.1.2.The supporting training documentation shall be provided in the following quantities (Table 1) including those that are handed out during the trainings:

Material	No. of Copies	Media
Trainers guide	12	Printed + CD
Student handbook	36	Printed + CD
Self-training guide	36	Printed + CD
Training certificates	48	Printed + CD

Table 1 Training documentation to deliver

8.4.2. Use of IMPAC Resources

8.4.2.1.For the instructor led courses it can be assumed that one IMPAC will be available per two students.

8.4.3. Class Size

8.4.3.1.For the instructor led courses it can be assumed that the maximum number of students will be ten (10).

8.4.4. **Locations**

8.4.4.1.The Contractor shall provide instructor led courses at the locations of Table 2:

Course	Location	Frequency
IMPAC Administrator Course	Brunssum	1
IMPAC user operator training	Depot 26	1
IMPAC Administrator Course	Depot 26	1

Table 2 Training locations

8.4.4.2.The Purchaser shall make available the training facilities for the instructor-led courses.

8.5. Training duration

8.5.1. The estimated training durations are given in Table 3:

Training	Duration [Days]
IMPAC Maintenance and Support training	2
IMPAC user operator training	2

Table 3 Training duration

8.5.2. The estimated durations exclude any Contractor training preparation at the two locations.

8.6. Personnel qualifications

8.6.1. IMPAC User operator training: The Contractor shall not assume any knowledge or experience prerequisite for the users, other than a working-level proficiency in the English language, basic user-knowledge of the Microsoft Windows Operating System, of the Microsoft 'Office' suite, and of the Microsoft Internet Explorer browser.

8.6.2. IMPAC System and Maintenance training: The Contractor shall assume that trainees will have proficiency in the English language, knowledge of the Microsoft Windows Operating System and basic engineering knowledge of transmission systems, routing and operating systems.

8.6.3. Instructors shall meet a minimum English language proficiency equivalent to SLP 4444(in accordance with NATO STANAG 6001).

8.7. Preparation and Review of Training Material

8.7.1. All training material delivered under this Contract shall be subject to review and written approval by the Purchaser.

8.7.2. The Contractor shall deliver, not later than EDC +11, a complete draft of all training material for review by the Purchaser.

8.7.3. Upon acceptance of the draft version, the Contractor shall deliver the final version of the training material in accordance with the Schedule of Supplies and Services (SSS).

8.7.4. The Contractor shall evaluate each training course through the use of evaluation forms to be filled in by every student.

8.7.5. The completed evaluation forms will be made available to the Purchaser.

8.7.6. The Contractor shall update the training material when necessary based on the outcome of the evaluations.

8.7.7. The Contractor shall update the training material whenever a modification, upgrade or version change is implemented to the IMPACs as supplied to the Purchaser.

8.8. Follow-on Instructor Support

8.8.1. The Contractor shall deliver additional IMPAC courses following the trainings in garrison, and in theatre, as options to the Contract.

SECTION 9. TESTING AND ACCEPTANCE

9.1. General

9.1.1.1. This section outlines the testing process to be applied to all test activities to be performed under this Contract.

9.2. Testing Approach

9.2.1.1. The Purchaser requires a set of testing activities to verify the IMPAC capability's compliance with the Contractual requirements, to demonstrate its operational suitability, and to evaluate its performance to establish benchmarks for future changes and enhancements.

9.2.1.2. The Contractor shall have the overall responsibility for meeting the IMPAC capability testing requirements and conducting all related activities. This includes the development of all test documentation required under this Contract, the conduct of all testing, and the evaluation and documentation of the tests results

9.2.1.3. The Testing Approach shall comprise four test sessions as follows:

(1) The Factory Acceptance Tests (FAT), at the Contractor's premises

(2) Site acceptance tests, as:

a. First Article System Acceptance Tests (FAST), at NCIA SDEL, for the first IMPAC unit.

b. Subsequent testing of all ten (10) units at NCIA SDEL Sector Mons under Provisional System Acceptance (PSA).

c. Functional testing in theatre (Depot 26).

9.2.2. **Testing shall verify compliance to the requirements in the SRS**

9.2.2.1. In all test cases, the Contractor shall prove compliance through any combination of the following as directed by the purchaser:

(1) Inspection (I)

(2) Testing (T)

(3) Analysis (A)

(4) Demonstration (D)

(5) Certificates of Compliance, CoC (C)

9.2.2.2. Before each test session the Contractor shall ensure that its hardware, software, test equipment, instrumentation, supplies, facilities, and personnel are available and in place to conduct the test session.

9.2.2.3. The Purchaser will monitor and inspect the Contractor's test activities to ensure compliance.

9.2.2.4. As the supporting documentation for each test session the Contractor shall develop the Test and Acceptance Plan (refer to § 9.5.1).

9.3. Testing Sequence

9.3.1. Factory Acceptance Tests (FAT)

9.3.1.1. The Contractor shall conduct FAT at the factory.

9.3.1.2. During the FAT the Contractor shall prove that the WOS and all the individual components of the IMPAC capability or the assembled IMPACs meet the requirements of the SRS as follows:

(1) Functional Requirements (for as far they can be tested at the factory)

(2) Performance Requirements

(3) Operational Requirements on Usability and Monitoring and Control.

(4) Physical Requirements

(5) Environmental Requirements

(6) Equipment Technical Requirements.

(7) Power Requirements

9.3.1.3. Any shock and vibrations, stress tests performed on individual components of the IMPAC, or on the assembled IMPACs, to verify the environmental requirements shall be performed on test units, not to become part of the deliverables to the Purchaser.

9.3.1.4. The Purchaser shall be able to use his right to observe the FAT, and to have the Contractor perform additional selected testing tasks, to confirm compliance.

9.3.1.5. The Contractor shall document the FAT results in a FAT Test Report.

9.3.2. First Article System Acceptance Tests (FAST)

9.3.2.1. FAST is a system-level test, and shall be conducted on the first IMPAC production unit (IMPAC-1), at NCIA SDEL HQ Mons. During the FAST the Contractor shall prove that the Functional Requirements, as per the SRS are met. In particular:

(1) Interaction with the BGAN terminal (activation of streaming profiles, use of PDP contexts), using the Purchaser's provided SIM cards.

(2) IMPAC NU WAN connectivity over Inmarsat and NU WAN extensions.

(3) IMPAC IS connectivity through the IS Gateways and Anchor Points, using the above mentioned NU WAN connectivity as bearer.

(4) Connectivity, registration and use of the VoIP phone to a Call Manager.

(5) Connectivity, registration and use of VTC client.

(6) Use of the WOS (The contractor shall create a test environment representative of the use of the IMPAC over BGAN links.

(7) Access to user accounts, Functional Area services, Information Services.

9.3.2.2. During FAST, the Contractor shall demonstrate that the IMPAC meets all of the security accreditation requirements to operate at ISAF SECRET level, and is ready for use and fielding. For that purpose:

9.3.2.2.1. The Contractor shall update the NCIA Security Test and Evaluation (ST&E) Plan (STEP) for small Deployable CIS to match the Contractor selected hardware and IMPAC IP addressing scheme.

9.3.2.2.2. The Contractor shall conduct the Security Tests of the STEP in order to verify:

(1) The Security Requirements in the SRS (refer to par. A.7)

(2) The successful implementation of the countermeasures listed in the System-Specific Security Requirements Statement (SSRS), which shall be prepared and provided by the Purchaser.

9.3.2.2.3. The Contractor shall liaise with NCIA, for an assessment of the level of TEMPEST compliance of the IMPAC, in the NCIA facilities.

9.3.2.3. For the FAST the Purchaser will provide the facilities, external equipment, and interface configurations required to test and verify compliance with the IMPAC interfaces as per the SRS.

9.3.2.4. The system version used for the FAST shall be the initial IMPAC Product Baseline.

9.3.2.5. Achieving a successful FAST is a pre-condition for delivery of the remaining nine (9) IMPACs to the BCLD.

9.3.2.6. The Contractor shall document the FAST results in a FAST Test Report.

9.3.3. Provisional System Acceptance (PSA)

9.3.3.1. In order to achieve PSA, the Contractor shall put all ten (10) IMPAC units under test at NCIA SDEL Sector Mons and repeat a subset of the tests in §9.3.2.1.

9.3.3.2. The testing of all ten (10) IMPACs shall ensure that each unit is configured, tested (end-to-end, down to logging in to user accounts), and ready for training , shipment and fielding. This shall include all ten (10) BGAN terminals and their accounts.

9.3.3.3. The subset of tests will be provided to the Purchaser prior to testing for approval.

9.3.3.4. In order to request PSA of IMPAC units the Contractor shall have completed the following actions:

(1) Successful completion of FAST and FAT testing of all IMPACs, including approval of the associated test reports.

(2) Delivery of all the System Documentation, as per § 7.1.2.1.

9.3.3.5. After satisfactory completion of the PSA review and the issuing of the System Certificate of Conformity by the contractor QA Manager and signed by the Purchaser, the Purchaser will declare the IMPACs ready for shipment to theatre.

9.3.3.6. The Purchaser will evaluate whether to accept delivery of the IMPACs from the Contractor at PSA, depending on the type and nature of any identified deficiencies.

9.3.4. **In Theatre Pre deployment Testing**

9.3.4.1. In Theatre Pre deployment testing will take place in theatre, upon receipt of the equipment, to verify that the functionality is adequate and sufficient to meet the operational requirements, and handover the equipment to the users (NCIA SDEL Sector ISAF)

9.3.4.2. In Theatre Pre deployment testing will involve a subset of the PSA tests, and shall be performed on each of the IMPAC units independently.

9.3.4.3. In Theatre Pre deployment testing will include testing direct NU WAN connectivity and direct IS LAN connectivity which cannot be performed at NCIA SDEL HQ Mons or NCIA CSSC Brunssum.

9.4. Final System Acceptance (FSA)

9.4.1. The FSA will occur after successful delivery of IMPACs in Theatre and Latina, and the full provision of all supplies and services required under this Contract.

9.4.2. FSA meeting will take place at the Purchaser's premises (NCIA SSUP Brussels).

9.4.3. FSA will occur only when all deficiencies have been rectified.

9.5. Test and Acceptance Plan

9.5.1. The Test and Acceptance Plan (TAP, Section 9 of the PIP) shall comprise the following documents:

(1) The Project Test Plan (PTP, refer to §9.5.3);

(2) Any submitted test waivers together with supporting material (refer to §9.5.4);

(3) The RTM, updated with test-related information (refer to § 9.5.5);

(4) Any Off-specifications reports, if applicable (refer to §9.9).

9.5.2. The Purchaser will review the Contractor's TAP for correctness, completeness, and acceptance.

9.5.3. **Project Test Plan**

9.5.3.1. As part of the TAP, the Contractor shall provide a Project Test Plan (PTP), including FAST and PSA test procedures.

9.5.3.2. The PTP shall be submitted for Purchaser approval, ten (10) days before actual tests occur.

9.5.3.3. The PTP shall describe the Contractor's test organisation and its relationship with the Contractor's Project Management Office and QA functions.

9.5.3.4. The PTP shall provide a flow diagram that shows the overall sequence of tests, the location, and Contractor and Purchaser equipment and personnel involved in each test, and the relationship of test events to project milestones.

9.5.3.5. The PTP shall identify the entry and exit criteria proposed by the Contractor for each test session (FAT, FAST, PSA, functional testing).

9.5.3.6. The PTP shall identify any specialised or long-lead items required for testing.

9.5.3.7. The PTP shall identify all the IMPAC Configuration Items (CIs) that are subject to the test program and shall indicate by which method the items will be tested.

9.5.3.8. The PTP shall include the STEP (refer to §9.3.2.2).

9.5.4. **Test waivers**

9.5.4.1. For some specific requirements, rather than perform actual tests the Contractor may request that they provide only documentary evidence to show that these requirements are fulfilled.

9.5.4.2. This documentary evidence may either be a rationale based on existing design or specification documentation, or rely on previously successfully completed qualification testing to national or international standards for assemblies, subassemblies, components or parts.

9.5.4.3. If the Contractor intends to rely on previously successfully completed qualification testing to national or international standards for assemblies, subassemblies, components or parts, the Contractor shall produce the following documentation:

(1) The equipment specifications and true manufacturing number to demonstrate that the IMPAC CI for which a test waiver is requested is identical to the equipment previously tested

(2) The test standards, procedures and methods employed on the testing

(3) The nationally or internationally certified test results

(4) A Statement in which the Contractor shall certify that the equipment to be implemented is identical to that which was originally tested and certified, or advise the Purchaser of design/construction changes which affect form, fit or function. In the latter case, the Purchaser, after review of such changes and their impact, shall have the right to require test and certification of the modified equipment, at no cost to the Purchaser.

9.5.4.4. The Contractor shall record and log all test waiver requests along with their resolution.

9.5.4.5. The Purchaser shall have the right to reject any proposed test waiver.

9.5.5. Requirements Traceability Matrix

9.5.5.1. The Contractor shall develop and maintain a Requirements Traceability Matrix (RTM) that establishes a complete cross-reference between:

(1) the requirements stated in the SRS;

(2) the detailed contents of the SDS, in terms of SDS statements and lowest-level CIs (see **Error! Reference source not found.** for the definition of CIs);

(3) the test cases (or test waivers) from the Test and Acceptance Plan (TAP), intended to demonstrate compliance to the requirements.

9.5.5.2. The Requirements Traceability Matrix shall include the following data:

(1) List of all numbered requirements in the SRS, list of any additional requirements identified in the SSRS;

(2) For each requirement, two-way traceability between the requirement and the design feature that implements the requirement;

(3) For each requirement, identification of any Off-specifications associated with the requirement;

(4) For each requirement already successfully tested: identification of the test(s) or test waiver(s) on the basis of which the requirement was demonstrated;

(5) For each requirement not yet successfully tested: identification of the test(s) or test waiver(s) that are intended to demonstrate the requirement.

9.5.5.3. The Contractor shall extend the requirements traceability matrix to reflect the results of all previous test sessions, and show how the tests and any test waivers relevant to the test session demonstrate the associated requirements.

9.6. Test Failures

9.6.1. Should a failure occur during testing, a failure report shall be raised by the Contractor and a preliminary investigation shall be immediately carried out in order to classify the failure as one of the following:

(1) Class “A”: there is evidence that the cause was an external or transient condition;

(2) Class “B”: there is mutual agreement that the cause was an inherent design or manufacturing deficiency in the unit under test; or

(3) Class “C”: When the specific nature of the cause cannot be immediately determined and a more detailed investigation is required before a conclusion can be drawn.

9.6.2. Class "A" Failures

9.6.2.1. In the event that a preliminary investigation results in the classification of a failure as is described above, the test shall be repeated at least three successive times.

9.6.2.2. If the re-test is successful, the Purchaser will close the observation and testing shall be resumed from the point immediately after that where the failure occurred.

9.6.2.3. If a failure is encountered prior to the successful completion of the re-test, the failure category shall be changed to class "B" or "C", as described below.

9.6.3. Class "B" Failures

9.6.3.1. In the event that a failure is classified as a Class "B" from above, the equipment shall be rejected and all testing related to that particular series of tests shall be suspended until such a time as the Contractor determines the specific cause of the failure and proposes appropriate remedial action acceptable to the Purchaser.

9.6.3.2. Should the cause of the failure or the effect of the proposed remedial action be deemed by the Contractor to have no influence whatsoever on other areas of scheduled testing, the Contractor may propose to the Purchaser to continue testing in the other areas prior to the rectification of the cause of the failure.

9.6.3.3. If such proposals are accepted by the Purchaser, the Purchaser shall have the right to require repetition of any or all tests performed in these circumstances after the rectification of the cause of the failure and the subsequent re-tests, to prove they have been successfully completed.

9.6.3.4. The Contractor shall be responsible for all costs related to the rectification of deficiencies or failures and subsequent re-testing caused by the design or production of the deliverables identified during the verification and/or testing cycles. The Contractor shall be responsible for any travel, subsistence and other incidental expenses incurred by the Purchaser as a result of the requirement for the re-performance of tests necessitated by test failures.

9.6.3.5. After remedial action has been taken by the Contractor, the test may be resumed at the step during which the deficiency or failure was identified, however, the Purchaser

shall have the right to require that re-testing includes all of the tests related to the verification of that particular specification requirement.

9.6.3.6. The Contractor shall seek the Purchaser's agreement of a mutually suitable time when testing shall be resumed, subsequent to the Purchaser having accepted the contents of a formal submission by the Contractor providing full details describing the cause of the failure and the recommended remedial actions to be taken.

9.6.4. Class "C" Failures

9.6.4.1. In the event that a failure is classified as a Class "C" from above, all testing shall be immediately suspended until such a time as the Contractor completes a detailed investigation and subsequently recommends to the Purchaser, that the failure should be re-classified as either a Class "A' or "B", as appropriate. The actions previously described relating to these classifications shall then be commenced.

9.6.4.2. In this context, should it be determined that the test failure was due to a component failure and not attributable to a deficiency in equipment design, or a defective process during manufacture of the equipment, then the defective component may be replaced and the failure re-classified as a Class "A" failure.

9.7. Test Procedures

9.7.1. Each test procedure shall provide the following information:

(1) Its objective, by clearly identifying the SRS or SSRS requirement intended to be demonstrated by the test procedure.

(2) The IMPAC CIs and facilities and test equipment involved.

(3) Any conditions which shall be satisfied prior to application of the test.

(4) A block diagram showing the proposed method of meeting the test requirements.

(5) The data to be collected.

(6) The sequence of testing steps in the procedure, to a level of detail that enables full understanding by the Purchaser of the purpose and effect of each test step.

(7) The expected outcome.

(8) The means of measurement or assessment for the test.

9.7.2. The results of each test called for in the test plan shall be recorded in test results sheets incorporated in the relevant test procedure.

9.7.3. Each test will only be declared ‘passed’ if the entirety of the expected results were obtained when running the test.

9.8. Test Reports

9.8.1. The test procedure with attached test results sheets is called the Test Report. The test report cover sheet shall clearly show whether the test passed, failed, or was not run, and for what reasons.

9.8.1.1. The Test Report shall include:

(1) Test procedure

(2) Test result (Pass, Fail, Not run)

(3) Any annotations by the Purchaser's representative

(4) Comments

(5) Contractor representative signature

(6) Purchaser representative signature.

9.8.1.2. Where the Purchaser or his representative has witnessed the testing, appropriate annotations shall be made on each page of the test results to ensure that the test report is a true record of test activities and results as witnessed by the Purchaser. The whole test report shall be signed by the Contractor and the Purchaser representative on completion of that testing.

9.8.1.3. Each original test report plus one copy shall be distributed to the Purchaser for acceptance within 10 (ten) working days after the completion of the test.

9.9. Off-specification Reports

9.9.1.1. Throughout any test session Off-specifications will be identified, either as a result of test failures, or noted while running tests regardless of whether the tests eventually pass or fail.

9.9.1.2. Throughout any test session the Contractor shall maintain Off-specifications Reports and the Off-specifications Document, describing all noted Off-specifications.

9.9.1.3. The Off-specific Report shall include:

(1) Off-specification identification,

(2) Description of the Off-specification

(3) Related test (if the Off-specification was raised further to a test failure),

(4) Severity (Major if to be corrected before deployment, otherwise Minor),

(5) CIs affected,

(6) Action taken

(7) Fault Resolution status:

a. Conceded (the Purchaser's decision is to leave the off-specification not resolved),

b. Open=the Off-specification is identified,

c. Resolved= remedial action has been taken by the Contractor and demonstrated through tests conducted by the Contractor without official witnessing by the Purchaser,

d. Closed= the resolution was officially demonstrated to the Purchaser).

SECTION 10. LIST OF ACRONYMS

ACMP	Allied Communication Management Plan
ACO	Allied Command Operations
ACP	Allied Communication Publication
ACT	Allied Command Transformation
AEDC	After Effective Date of Contract
AIS	Automated Information System
AMSG	Allied Military Security Guideline
AOR	Area of Responsibility
BGAN	Broadband Global Area Network
CC	Common Criteria
CCB	Configuration Control Board
CDR	Critical Design Review
CIS	Communication and Information Systems
CIs	Configuration Items
CLIN	Contract Line Item
CM	Configuration Management
CMB	Configuration Management Board
CONOPS	Concept of Operations
COTS	Commercial Off The Shelf
CPS	Certification Practice Statement (only if the Project deals with PKI)
CSA	Configuration Status Accounting
CSRS	Community Security Requirements Statement
CSV	Comma Separated Value
Ors	Off-specification Reports
EMS	Enterprise Management System
FAT	Factory Acceptance Tests
FAST	First Article System Test
FSA	Final System Acceptance
GUI	Graphics Unit Interface
HQ	Headquarters
HTML	Hypertext Mark-up Language
IATO	Interim approval To Operate
ICD	Interface Control Document
IFB	Invitation for Bid
ILSP	Integrated Logistics Support Plan
IMPAC	ISAF Man Portable AMN Capability
IOC	Initial Operational Capability
IPMT	Integrated Project Management Team
LNO	Liaison Officer
MIB	Management Information Base
NATO	North Atlantic Treaty Organisation
NCIA SSUP	NATO Communications and Information Agency Service Supply
NCIA SDEL	NATO Communications and Information Agency Service Delivery
NPKI	NATO PKI (only if the project deals with PKI)
PBS	Product Breakdown Structure
PDF	Portable Document Format
PDR	Preliminary Design Review
PFD	Product Flow Diagram

PFE	Purchaser-Furnished Equipment
PFS	Purchaser-Furnished Services
PMO	Project Management Office
PMP	Project Management Plan
PMS	Project Master Schedule
PRM	Project Review Meeting
PSA	Provisional System Acceptance
TP	Test Plan
QA	Quality Assurance
QAP	Quality Assurance Plan
RAR	Risk Assessment Report
SDEL	Service Delivery
SDS	System Design Specification
SHAPE	Supreme Headquarters Allied Powers Europe
SIP	System Implementation Plan
I-SISRS	ISAF - System Interconnection Security Requirements Statement
SIVP	Security Implementation Verification Procedures
SoW	Statement of Work
SRS	System Requirements Specification
SSRS	System Security Requirements Statement
STANAG	Standards NATO Agreement
STP	Security Test Plan
TBA	To Be Advised
TBD	To Be Determined
USM	User-based Security Model
WAN	Wide Area Network
XML	eXtensible Mark-up Language

APPENDIX A: IMPAC SYSTEM REQUIREMENTS SPECIFICATION

A.1 GENERAL

A.1.1 Scope of the Appendix

A.1.1.1 This Appendix to the IMPAC SoW provides the System Requirements Specification (SRS) for the IMPAC capability.

A.1.1.2 'IMPAC' in the text of the SRS refers to the IMPAC kit(s) of IMPAC capability.

A.1.1.3 The requirements in the Appendix are organised in eight categories:

(1) Functional Requirements

(2) Performance Requirements

(3) Physical Requirements

(4) Operational Requirements

(5) Security Requirements

(6) Environmental Requirements

(7) Equipment Technical Requirements

(8) Electrical Power Requirements

A.1.2 IMPAC Concept

A.1.2.1 The IMPAC is a small deployable system that provides access to the PSTN, ISAF SECRET (IS) voice, video conferencing and application services.

A.1.2.2 The IMPACs shall provide access to these services through bearers including Inmarsat BGAN satellite service, commercial Internet access (implied as possibility to add new media e.g. commercially available wired networks), and ISAF Unclassified WAN extensions.

A.1.2.3 The IMPAC shall use existing NATO and ISAF Anchor Points and Services that provide access into the NATO and ISAF networks.

A.1.2.4 Each IMPAC shall include end user devices and accessories for one user enabling using the voice, video conferencing and application services with the IMPAC.

A.1.2.5 Each IMPAC shall also include a handheld GPS device with accessories.

A.1.2.6 The IMPACs shall be able to adapt to a wide range of power supply sources and shall include built-in backup power.

A.1.2.7 The IMPACs shall be easy to use, lightweight, and able to withstand harsh environments and handling during its operation, transport and storage.

A.1.2.8 For use with the IMPAC and similar ISAF systems a WAN Optimisation System shall be provided that improves the user experience when using applications over the IMPAC provided connectivity and that reduces WAN bandwidth requirements and WAN data volume.

A.2 FUNCTIONAL REQUIREMENTS

A.2.1 Introduction

A.2.1.1 The IMPAC shall provide the IMPAC user with NU and IS level access to the PFS VoIP, VTC over IP, Functional Area Services, Information Services and WAN Optimisation Services through all the bearers as described in A.2.2.

A.2.1.2 The IMPAC shall provide PSTN access through the PFS Inmarsat BGAN service.

A.2.1.3 The end user devices of the IMPAC shall be delivered ready for use with applications installed and configured for using the PFS with the IMPAC. .

A.2.2 Connectivity

A.2.2.1 The IMPAC Connectivity Requirements describe the bearers that shall be supported by the IMPAC for providing the NU and IS access to the IMPAC user.

A.2.2.2 The IMPAC shall be able to change between the different bearers without requiring reconfiguration of the network devices or user devices in the IMPAC or the NATO and ISAF infrastructure.

A.2.2.3 The IMPAC shall automatically select and use the best performing bearer, available.

A.2.2.4 The IMPAC shall be able to use and integrate the PFS Inmarsat BGAN service and Inmarsat BGAN terminal, at all its data rates and transmission modes, and Inmarsat BGAN network conditions as can be ordered in Afghanistan.

A.2.2.5 The IMPAC shall be able to use the PFS NU WAN extensions.

A.2.2.6 The IMPAC shall be able to use Internet with the PFS Internet termination.

A.2.3 WAN Optimisation System (WOS)

A.2.3.1 The WAN Optimisation System shall optimize the application performance of IS traffic and reduce the data rate and volume of WAN traffic transferred between the IMPAC and the IS Anchor Point over the bearers as described at the Connectivity requirements.

A.2.3.2 The WOS shall optimize through application level protocol optimisation, caching and compression of at least the following protocols:

(9) FTP, HTTP and HTTPS.

(10) MAPI, encrypted MAPI, MAPI over SSL, OutlookAnywhere, SMTP, SMTP over SSL.

(11) CIFS with signed and unsigned SMB (1.0, 2.0, 2.1).

(12) Kerberos and NTLM.

(13) SharePoint.

(14) Microsoft-SQL.

A.2.3.3 The WOS shall optimize other TCP traffic through transport level protocol optimisation, caching, acceleration and compression.

A.2.3.4 The WOS shall appear transparent to the client and servers, i.e. not change the client IP address as seen from the server.

A.2.3.5 The WOS shall be composed of a WOS server in the ISAF Anchor Point at SHAPE, and WOS software clients on the IMPAC laptops.

A.2.3.6 The WOS shall support both in-line and out-of-path setups.

A.2.4 IMPAC Quality of Service (QoS)

A.2.4.1 If real-time and non real-time data are to be transmitted or received simultaneously, at one or multiple IMPACs, more time and/ or mission critical traffic shall be prioritized over less time and/ or mission critical traffic by the use of adequate QoS mechanisms at the IMPAC and along the network path.

A.2.4.2 Multiple priority levels shall be supported.

A.2.4.3 The traffic priorities and DSCP marking shall follow the NATO QoS scheme.

A.2.4.4 In the light setup voice and video shall get priority over other traffic.

A.2.4.5 The WOS shall mark the optimized (WAN) traffic according to the DSCP marking of the original traffic, and not change the DSCP marking of the original traffic between sender and receiver unless requested to do so.

A.3 PERFORMANCE REQUIREMENTS

A.3.1.1 The IMPAC shall be able to process at least 500 packets per second inbound and 500 packets per second outbound simultaneously, and 2 Mbps of full duplex net data rate, at that packet rate.

A.3.1.2 The WOS shall support as a minimum:

(1) 6 Mbps optimized WAN throughput at the hub.

(2) 1 Mbps optimized WAN throughput at a single IMPAC laptop.

(3) Optimisation of connections from at least 30 laptops simultaneously.

(4) 80 GB of data storage

A.4 PFS INTERFACE DESCRIPTION

A.4.1 Inmarsat BGAN Access

A.4.1.1 Access to the Inmarsat BGAN service is based on the use of NCIA military SIM cards with NCIA specific settings on the Inmarsat BGAN terminal.

A.4.1.2 The Inmarsat BGAN Access service provides IP connectivity between the Inmarsat BGAN terminal and the NCIA BGAN Anchor Point (Mons).

A.4.1.3 The IP address space of the Inmarsat BGAN service is not routable on the NU WAN or Internet.

A.4.1.4 The Inmarsat BGAN service is not connected to the NU WAN or Internet.

A.4.1.5 The Inmarsat BGAN Access does not support DSCP.

A.4.1.6 For Class of Service selection in the Inmarsat BGAN terminal multiple IP addresses at the VPN Anchor Point are reachable over the Inmarsat BGAN service.

A.4.1.7 The Inmarsat BGAN service is considered untrusted.

A.4.1.8 The WAN IP address of the Inmarsat BGAN terminal must be assumed to be dynamic within a certain subnet.

A.4.1.9 Both Inmarsat BGAN streaming and background services are supported.

A.4.1.10 Refer to SoW 4.4. in SoW for Contractor tasks necessary to achieve integration.

A.4.2 Internet Access

A.4.2.1 At IMPAC locations Internet Access may be available for use as WAN bearer to connect IMPACs to the NCIA Internet Access Anchor Point.

A.4.2.2 The Internet IP address space shall be assumed to be not routable on the NU WAN.

A.4.2.3 The NU WAN is not connected to the Internet Access.

A.4.2.4 The Internet Access is considered untrusted.

A.4.2.5 The WAN IP address of the Internet Access at the IMPAC location may be dynamic.

A.4.2.6 The WAN IP address of the NCIA Internet Access Anchor Point is fixed.

A.4.2.7 The Internet Access at the IMPAC locations shall be assumed to use PNAT (Port Network Address Translation).

A.4.2.8 At IMPAC locations the Internet Access interfaces towards the IMPAC are 10BASE-T/100BASE-TX or 10BASE-T/100BASE-TX/1000BASE-T (both shall be supported), with DHCP assigned IP addresses for the IMPAC WAN interface.

A.4.3 NU WAN extensions

A.4.3.1 At IMPAC locations NU WAN extensions may be available.

A.4.3.2 No routing protocol is running at the NU WAN extension.

A.4.3.3 The NU WAN extension is considered untrusted.

A.4.3.4 At IMPAC locations the NU WAN extension interfaces towards the IMPAC are 10BASE-T/100BASE-TX or 10BASE-T/100BASE-TX/1000BASE-T (both shall be supported), with DHCP assigned IP addresses for use on the IMPAC WAN interface.

A.4.4 VPN Anchor Point

A.4.4.1 The VPN Anchor Point offers secured access to the NU WAN through the Inmarsat BGAN Access service, Internet Access service and NU WAN extensions.

A.4.4.2 Access to the NU WAN through the VPN Anchor Points is possible through IPSEC protected VPNs in which the VPN Anchor Point offers a Cisco IOS based Dynamic Virtual Tunnel Interface.

A.4.4.3 The routing protocol within the VPN (between the IMPAC and the VPN Anchor Point) is EIGRP.

A.4.4.4 Authentication shall use the NATO PKI.

A.4.5 NU WAN connectivity between VPN Anchor Points and IS Gateways

A.4.5.1 The NU WAN connects to the VPN Anchor Points and to the NU interface of the IS Gateway and interconnects these.

A.4.6 NATO PKI

A.4.6.1 The NATO PKI offers certificate signing and revocation services.

A.4.6.2 For the IMPAC the certificate enrolment will be manual (offline).

A.4.6.3 The NATO PKI is connected to the VPN Anchor Point.

A.4.7 IS Gateway (IP encryption)

A.4.7.1 The IS Gateway at a static location encrypts/ decrypts IS data through a NATO IP crypto device for transport over the NU WAN.

A.4.7.2 The NATO IP crypto devices (PFE) at the IMPAC and IS Gateway are compatible.

A.4.7.3 The NATO IP crypto devices are QoS enabled.

A.4.7.4 After initial manual configuration the NATO IP crypto devices are centrally managed.

A.4.7.5 No routing protocol is running at the NATO IP crypto devices.

A.4.8 IS Anchor Point

A.4.8.1 The IS Anchor Point offers access to the IS WAN from the IS networks at deployable CIS.

A.4.8.2 The IS Anchor Point is connected to the IS interface of the IS Gateways.

A.4.8.3 The IS Anchor Point is based on a recent Cisco IOS.

A.4.8.4 The IS Anchor Point interfaces through point-to-point GRE tunnels with remote destinations (such as the IMPACs).

A.4.8.5 For QoS support parallel tunnels are used to each remote destination and each tunnel maps to a priority class of the NATO Qos scheme.

A.4.8.6 Traffic must be routed through the tunnels according to the NATO QoS scheme.

A.4.8.7 OSPF is supported as the routing protocol on the GRE tunnels.

A.4.8.8 The IS Anchor Point implements an L2TP server for using L2TP tunnels from the native Microsoft Windows 7 operating system.

A.5 PHYSICAL REQUIREMENTS

A.5.1 Packaging

A.5.1.1 For each IMPAC its components except the GPS device shall be integrated into a single Transport Case.

A.5.1.2 Each IMPAC shall in addition be provided with a properly sized, durable, dustproof, weather resistant padded Transport Bag with compartments for compact and lightweight transportation of the IMPAC.

A.5.1.3 The GPS device and its accessories shall be provided with a properly sized, durable, dustproof, weather resistant padded bag or case.

A.5.2 IMPAC Transport Case Design Criteria

A.5.2.1 The IMPAC Transport Case shall be equipped with lockable latches (i.e. through lock and key or combination lock).

A.5.2.2 The Transport Case shall be stackable during transport and storage, as a minimum stacking five Transport Cases onto one vertical pile shall be supported.

A.5.2.3 The Transport Case shall feature a retractable extension handle, two wheels suitable for use on unpaved roads, and at least one carry handle if the total IMPAC weight is below 25 kg or two carry handles on opposite sides of the Transport Case if the total IMPAC weight is 25 kg.

A.5.2.4 The IMPAC and the IMPAC Transport Case shall be constructed and components shall be integrated such that:

(1) The IMPAC, after opening and taking the Inmarsat BGAN terminal and laptop out of the Transport Case can be operated inside its Transport Case.

(2) After opening of the Transport Case all cabling between components is already in place so the user only needs to patch the Inmarsat BGAN terminal, laptop and power.

(3) The Inmarsat BGAN terminal and its accessories are placed in the case cover during transport.

(4) The components are organized and positioned to allow for visual inspection of completeness after opening the case without needing prior removal of components, through the use of separate compartments or sub-cases, in-cover placement, not fully overlapping placement of components etc.

(5) The Transport Case compartments shall be tagged with durable labels, indicating the intended content.

(6) After opening the Transport Case the user shall have direct access to the laptop and its accessories without having to lift other components.

(7) The Laptop headset (in protective case or bag) may be placed on top of the laptop (provided the Environmental Requirements are met).

(8) Less used components (vehicle and military battery adapters) and power cords could be placed below the laptop.

(9) A compartment is provided for a Cisco IP phone model 6941.

(10) Any cooling mechanisms remain effective when operating inside the case.

(11) When operated with the components inside the Transport Case, all relevant indicators and interfaces shall be easily visible and accessible to the user.

(12) It shall be possible to leave non-essential IMPAC components out of the Transport Case, if not required to support the mission, and still meet the transport requirements for the components in the Transport Case (in terms of shock protection, vibration, etc., i.e. no loose fittings).

(13) IMPAC component removal from- and addition to the case shall be easily possible without tools.

(14) The TEMPEST separation requirements (see A.7.2) are met both for operation inside and outside the case

(15) For TEMPEST reasons IS components can be removed from the case and be operated with sufficient separation to the NU components.

A.5.2.5 To allow for an easy setup the number of physical items of the IMPAC and the number of cabled interconnections between those shall be kept to a minimum:

(1) All the IS networking equipment shall be integrated into a single IS networking enclosure, all the NU networking equipment shall be integrated into a single NU networking enclosure, and the IMPAC Power Unit shall be integrated into a single Power Unit enclosure.

(2) Only directly accessible and visible to the user shall be the interfaces, indicators and switches that are specified in the SRS or are required for the IMPAC operation.

(3) The IMPAC Power Unit may be combined with the NU networking enclosure.

(4) The IP crypto shall be TEMPEST compliant and be attached to - or integrated with - the NU networking enclosure or the IMPAC Power Unit enclosure.

(5) IP crypto removal from and addition to the NU networking enclosure shall be easily possible without tools.

(6) Where possible cabling between the enclosures shall be combined or tied together presenting a well-organized, easy-to-use IMPAC to the user.

(7) Cabling between the enclosures shall be as short as possible.

(8) Integration of networking or power sub-components by mounting on an open chassis or plate, gluing or screwing etc. different pieces of equipment chassis together, use of intermediate and physically not integrated power supplies, line filters etc. is not considered compliant.

A.5.3 IMPAC desk usage

A.5.3.1 The IMPAC shall be constructed and components shall be integrated such that:

(1) The IMPAC can be removed from the Transport Case and be operated on a desk.

(2) The IMPAC components shall feature non-slip rubber feet to prevent slipping and scratching.

(3) The IMPAC components can be stacked.

(4) TEMPEST requirements are met.

(5) The total horizontal footprint of the BLACK equipment, including supporting structures and excluding the Inmarsat BGAN terminal, does not exceed 30 x 40 cm.

(6) The total horizontal footprint of the RED equipment, including supporting structures and excluding the IS laptop, does not exceed 30 x 40 cm.

A.5.4 IMPAC Cases and Bags Contents

A.5.4.1 The contents of the IMPAC Transport Case shall be as described in Table 6.

Transport Case components	
Crypto Device	TCE621/M + fill cable
Laptop (+PSU + battery)	1
VoIP headset	1
Analogue phone	1

Networking devices	As required
Ethernet cabling	Number and length as required (including TCE621/M compatible) + 1 spare RJ45.
Power cabling	Number and length as required
Power supply	IMPAC power supply (including battery backup) Mil. battery adapter cables Laptop adapter for vehicle / mil battery if applicable Outlet adapters
Documentation	Components list IMPAC User Manual Quick Setup Card
Other	BGAN terminal + BGAN PSU + BGAN 10 metre RF cable

Table 4: IMPAC Transport Case contents

A.5.4.2 Any elements that are not mentioned in this table (packaging, spares, additional copies of manuals, CDs, etc.) and that are not essential to the IMPAC operation shall not be packed in the IMPAC Transport Case, but use separate packaging.

A.5.4.3 The Transport Bag shall be designed to transport the same contents as the Transport case.

A.5.5 Size and Weight Requirements

A.5.5.1 The IMPAC shall be as light and small as possible, but certainly not exceed the maximum dimensions and weight of Table 5 while in the Transport Case:

Maximum dimensions [cm]	Maximum weight [kg]
65 x 50 x 30	30Kg

Table 5 Maximum IMPAC Transport Case weight and dimensions

A.6 OPERATIONAL REQUIREMENTS

A.6.1 Reliability Requirements

A.6.1.1 The predicted Mean Time Between Failures (MTBF) for the IMPAC components (excluding the PFE and batteries inside the power backup and laptop) shall be better than 40,000 hours, when used within the limits of the environmental specifications in this SRS.

A.6.1.2 The Contractor shall guarantee an MTBF better than 10,000 hours for the IMPAC assembly.

A.6.1.3 The IMPAC components, integration, interfaces and control elements shall be able to withstand the daily use by non-CIS military personnel including unpacking, complete setup, breakdown and packing during three years.

A.6.1.4 In case of failure the WAN Optimisation System shall be automatically and transparently bypassed, allowing the users to continue using the IMPAC without WAN Optimisation.

A.6.2 Maintainability Requirements

A.6.2.1 The IMPAC shall where possible make use of COTS components. Replacement parts for cable connectors, sockets and batteries shall be available as COTS through multiple sources.

A.6.2.2 The IMPAC components shall be field-replaceable, without specialised tools.

A.6.2.3 Preventive hardware maintenance shall be limited to regular cleaning of surfaces and sockets without requiring opening of the enclosures or components.

A.6.2.4 The IMPAC shall operate without fans (except for the Laptop).

A.6.2.5 The IMPAC components shall be field-serviceable for cleaning, replacement of parts, and repair of malfunctioning broken cables and connectors.

A.6.2.6 The IMPAC documentation (refer to SECTION 7) shall provide sufficient detail to allow a user or a technician (not trained on the IMPAC) to execute the basic duties described above.

A.6.3 Safety Requirements

A.6.3.1 The IMPAC components related to power supply shall meet the applicable standards for Electrical safety of the Low Voltage Directive (LVD), 2006/95/EC, or equivalent national or international standards.

A.6.3.2 With regards to the use of Li-Ion batteries in the IMPAC UPS function (refer to § A.10.1):

(1) The Contractor shall implement protective measures to prevent the accidental activation, short circuit, damaging or overheating of the batteries, during transport, storage and operation.

(2) Any batteries must meet the requirements of the [UN Manual of Tests and Criteria, Part III, subsection 38.3].

A.6.4 Scalability Requirements

A.6.4.1 It shall be possible within the same design, phone and IP address numbering plans established under this Contract to increment the number of IMPACs to 20.

A.6.4.2 This increment shall not require a redesign of the Anchor Points architecture, nor changes in any of the IMPACs procured under this Contract.

A.6.4.3 The WAN Optimisation System shall be upgradeable without hardware replacement to support 60 simultaneously connected laptops and 10 Mbps of WAN capacity.

A.6.5 **Usability Requirements**

A.6.5.1 Easy setup and operation of the IMPAC is critical for the user acceptance :

(1) The IMPAC setup time for any user who participated in the setup & operation part of the user training shall be less than five minutes when the IMPAC is operated with the components inside the Transport Case. This shall be achievable both using battery power and when providing external power to all IMPAC components (including BGAN and laptop). This setup time is measured between opening the IMPAC case in transport configuration (packed and all components off) and the fully patched, powered and booted IMPAC.

(2) The time required to remove all components from the Transport Case that are required for operating on a desk shall be less than 5 minutes (Not including the time to set up the BGAN).

(3) The time required for packaging shall be less than 5 minutes, starting with all components powered on and outside the case after operating on a desk, to an IMPAC case ready for transport.

(4) TCE621/M removal from and insertion to the IMPAC shall be possible each within 60 seconds, including any wiring.

(5) Setup through the use of the quick setup card or user manual shall be possible within 30 minutes and 1 hour respectively for a user who had no previous training on the IMPAC. This excludes crypto configuration.

(6) Setup or packing of IMPAC equipment shall be such that there is minimal chance of personal injury or of damaging the IMPAC equipment.

A.6.5.2 All IMPAC components shall feature LED indicators showing power status, network activity and link status at each Ethernet interface, and alarms where applicable.

A.6.5.3 For alarms the LED colour shall be red. Green or amber LEDs shall be used in all other conditions.

A.6.5.4 All IMPAC components shall have durable, clearly readable and understandable labels indicating the function of interfaces, ports, switches and switch positions, indicators, which way up etc, using descriptions or acronyms that are considered by the Purchaser as easy to interpret by non-trained non-technical users.

A.6.5.5 The IMPAC components (including PFE) shall all have durable, clearly readable and understandable labels indicating ‘IMPAC’ followed by the IMPAC number and the (abbreviated) function (i.e. IMPAC8-PC-PSU).

A.6.5.6 The cases shall be tagged using 36 point font size durable labels and shall be stencilled in paint.

A.6.5.7 Labels and stencils shall be placed such that they are readable from all sides.

A.6.5.8 Unless specified otherwise in this SRS the labels shall comply with MIL-STD-1472G section 5.4.

A.6.5.9 All cables included in the cases shall be supplied with Velcro cable holders or similar.

A.6.5.10 Usability is further enhanced through the Transport Case design.

A.6.6 Monitoring & Control Requirements

A.6.6.1 IMPAC networking equipment shall be manageable through SSH and through RS232 based console ports.

A.6.6.2 IMPAC networking equipment shall include intuitive menu based user interfaces intended for use by non-technical users, for the following purposes:

(1) Information on network interfaces including counters, VPN status, routing information, errors etc.

(2) Reachability tests of all local elements, VPNs, VPN peers, lnmarsat, DNS, Anchor Points, servers etc.

A.6.6.3 The Inmarsat BGAN terminal GUI shall be accessible through a laptop connected to the NU networking equipment.

A.6.6.4 The menus on the IMPAC networking equipment shall feature user level password protection and privileges.

A.6.6.5 The SSH client and the browser shall be preconfigured with IP addresses and bookmarks.

A.6.6.6 The IS laptop shall include a preconfigured and user reconfigurable intuitive menu based application (AFPL compliant or script based) that allows to do the aforementioned reachability tests and monitor connectivity status.

A.6.6.7 The WOS shall be remotely manageable through HTTPS to:

(1) Configure the WOS including interface settings, protocol optimisation settings up to individual protocol details, system settings, security settings,

(2) Manage clients configurations and licensing

(3) View optimisation statistics

(4) View system performance data including CPU load, hard disk usage, alarms, logs, licensing etc.

A.7 SECURITY REQUIREMENTS

A.7.1 Classification Requirements

A.7.1.1 The IMPAC and the WOS shall meet the security requirements for accreditation for use on ISAF SECRET data exchange, in which the data exchange includes the use of Voice over Secure IP (VoSIP) and VTC.

A.7.1.2 The software used shall be listed on the NS or IS AFPL (documents listed as 2.5.15 and 2.5.16). Any software proposed that is not on the AFPL for NS or IS it to be highlighted and submitted for approval without delay. The Purchaser reserves the right to refuse a solution that does not have the AFPL approved software.

A.7.2 TEMPEST Requirements

A.7.2.1 The IMPAC shall be compliant with the TEMPEST requirements of SDIP-27/1 Level B excluding the BGAN which shall be level C.

A.7.2.2 The IMPAC shall be integrated to meet the requirements in SDIP-29/1 including:

(1) Minimum distance between RED and BLACK cabling including power and data lines.

(2) Use of power line filters on RED equipment connecting to BLACK power lines or supplies.

(3) Minimum distance between the RED equipment and BGAN terminal

(4) Minimum distance between the RED and BLACK equipment

(5) As indicated in the Physical Requirements the Transport Case integration shall allow placing the RED networking equipment outside the Transport Case to meet Minimum distance requirements.

(6) In special circumstances the RED and BLACK equipment might be operated while inside the Transport Case, there Transport Case design shall maximize the distance between the RED and BLACK networking equipment.

(7) Use of SF/UTP cabling

A.7.3 Data Storage Requirements

A.7.3.1 Data-at-rest protection measures (here by Eclypt hard drive encryption, PFE) shall ensure that the data on the IMPAC, when not operational, is classified NATO RESTRICTED.

A.7.4 System Hardening Requirements

A.7.4.1 All components in the IMPAC and WAN Optimisation System shall be configured according to SSRS (PFS) and NIATC security guidelines.

A.7.4.2 If these guidelines are not available for a particular model or Software version, the Contractor shall apply security measures of the closest matching system in combination with manufacturer security recommendations. Any deviations shall be documented in the security documentation.

A.7.4.3 The system shall be designed to meet the requirements of the accreditation authority.

A.7.4.4 The Contractor is responsible for the IMPAC and WAN Optimisation System passing the security testing directed by NIATC (NATO Information Assurance Technical Centre).

A.7.4.5 Should certain system hardening security measures interfere with the operational use of the IMPAC (such as the download of OS patches or updates over the bandwidth-limited Inmarsat link), the Contractor shall advise on any existing constraints, and propose an alternative way to implement those security measures.

A.7.5 COMSEC requirements

A.7.5.1 NU COMSEC is required on the NU WAN connectivity options (A.2.2) using IPSEC VPN(s) to protect crypto headers, as well as NU traffic and NU WAN access.

A.7.5.2 The NU COMSEC shall meet the requirements of NSA Suite-B cryptography, and as well be able to use RSA2048 signatures and IKE group 14.

A.7.5.3 The NU COMSEC shall use and comply with the NATO PKI (PFS) and its related policies.

A.7.5.4 For IS COMSEC the IS traffic shall use the Thales TCE621/M (PFE).

A.8 ENVIRONMENTAL REQUIREMENTS

A.8.1 General

A.8.1.1 The Contractor shall devise adequate packaging and conditioning solutions for the IMPAC case (and its components unless mentioned otherwise), aimed at fulfilling or exceeding the requirements below for operation, transport and storage.

A.8.1.2 Where necessary, the limits of the specification shall be identified by means of distinct marking at appropriate places on the equipment, and by warning statements in user manuals, stating that certain environmental limits (climatic, mechanical) should not be exceeded in operational and non-operational modes (e.g. transport, storage).

A.8.2 Vibration

A.8.2.1 The IMPAC Transport Case and Bag and its protection to the internal components shall comply with:

(1) MIL-STD810G, Method 514.6, procedure II (loose cargo transport in military vehicles traversing rough terrain).

(2) MIL-STD810G, Method 514.6, procedure I Category 4 Figure 514.6C-2 (transport in two-wheeled trailer and wheeled vehicles).

A.8.2.2 These vibration requirements shall be met when the case contains the whole IMPAC assembly and when it is only partially filled.

A.8.3 **Shock**

A.8.3.1 The IMPAC Transport Case and the protection to the IMPAC components shall be able to pass the ISO 8768 Toppling Test.

A.8.3.2 These in-case shock requirements shall be met when the case contains the whole IMPAC assembly and when it is only partially filled.

A.8.3.3 The laptop, outside the Transport Case, shall comply with MIL-STD 810G, Method 516.6 Procedure IV (Transit Drop) but with 75 cm drop height.

A.8.3.4 The IMPAC components (outside the Transport Case or Bag) and the integration thereof (NU networking enclosure, IS networking enclosure, Power Unit) shall comply with MIL-STD 810G, Method 516.6, Procedure I (Functional Shock, 40g) and VI (Bench handling).

A.8.4 **Temperature**

A.8.4.1 The minimum requirement for continuous operation of the IMPAC is 0 to +49 degrees Celsius (ambient temperature).

A.8.4.2 These requirements shall be verifiable according to the manufacturer datasheets, i.e. without modifications by the integrator to improve the temperature range of the components.

A.8.4.3 The minimum requirement for storage and transportation is -20 to +70 degrees Celsius.

A.8.4.4 The temperature requirements shall be met both for operating inside and outside the (opened) Transit Case.

A.8.5 **Humidity**

A.8.5.1 The absolute minimum requirements for operation, storage and transportation are:

(3) 10% to 85% (non-condensing operating)

(4) 5% to 95% (non-condensing, non-operating).

A.8.6 **Dust and water**

A.8.6.1 The IMPAC cases shall comply with IP67 during transport and storage.

A.8.6.2 The IMPAC components and the integration thereof shall be dustproof according to IP5X or better, with the exception of the Inmarsat BGAN antenna which shall be dust and water proof according to IP66 or better.

A.8.6.3 For practical reasons standard non-IP5X Ethernet cabling may be used provided that the IMPAC components themselves are still IP5X compliant when non-IP5X Ethernet cabling is connected.

A.8.6.4 Protective dust caps secured to the IMPAC components shall be included to prevent dust and water accumulation in unused ports.

A.8.6.5 The IMPAC components shall be cleanable with a cloth and not require opening for cleaning.

A.8.7 **Altitude**

A.8.7.1 The IMPAC shall be able to operate at altitudes as high as 4,500 metres above sea level.

A.8.7.2 The IMPAC shall be able to withstand transport and storage at altitudes as high as 4,500 metres above sea level.

A.8.8 **Sun Exposure**

A.8.8.1 To minimize the effect of sun radiation on the Transport Case temperature the cases shall be coloured ‘desert tan’.

A.9 EQUIPMENT TECHNICAL REQUIREMENTS

A.9.1 **IMPAC Networking equipment**

A.9.1.1 The Ethernet interfaces shall feature MDIX support to avoid the use of cross cables (if applicable).

A.9.1.2 RS232 based console ports for local management shall be available to the user (if applicable for the equipment).

A.9.1.3 The networking equipment shall support VLAN trunking including a native VLAN, SSHv2, firewall functionality, PNAT, SNMPv3 and relevant security protocols and mechanisms.

A.9.1.4 The NU and IS networking equipment (when connected to all peripheral equipment) shall each feature at least two unused Ethernet interfaces offering Power over Ethernet according to the 802.3af standard.

A.9.1.5 The networking equipment shall implement the most recent Operating System or firmware suitable for operational (production) networks compatible with the Software used at the Anchor Points.

A.9.2 **WAN Optimisation System**

A.9.2.1 The IS Anchor Points component(s) of the WOS shall be installed and run as virtual machines on the VM Ware based platform of the Purchaser.

A.9.2.2 The IMPAC component of the WOS shall be based on clients installed on the IMPAC laptops.

A.9.3 **Data grounding**

A.9.3.1 The networking equipment and TCE621/M shall use a common grounding point.

A.9.3.2 Data grounding cables shall be attachable to - and removable from - the equipment without tools.

A.9.4 LAN cabling

A.9.4.1 LAN cabling shall be snagless or otherwise protected against RJ45 clip damage.

A.9.4.2 The PFE LAN cabling (for the TCE621/M) shall be modified to be snagless.

A.9.5 Phones

A.9.5.1 Each IMPAC laptop shall have a VoIP soft-phone installed and configured ready for use on the ISAF network. Refer to laptop Software specifications for details.

A.9.5.2 Each IMPAC shall include a headset for use with the VoIP soft-phones, with the following requirements:

(1) Rugged cabled headset

(2) Max 150 g.

(3) Adjustable headband

(4) User-replaceable microphone windscreen and ear pad

(5) Compatible with IMPAC laptops

(6) Compatible with Cisco IP Communicator 7.0

(7) USB based

(8) Protective headset bag or case

A.9.5.3 Each IMPAC shall include a compact analogue phone for making calls directly from the BGAN terminal, over the terminal's RJ11 interface.

A.9.6 Hard Drive Disk Encryption (PFE)

A.9.6.1 The Hard Disk Drive Encryption (HDDE, Eclypt Core 600 SSD) is PFE.

A.9.7 Inmarsat BGAN terminal

A.9.7.1 The Inmarsat BGAN terminal shall support phone and fax calls, Inmarsat BGAN Streaming IP connectivity at 32, 64, 128, 256 kbps, as well as Inmarsat BGAN background data services.

A.9.7.2 The Inmarsat BGAN terminal shall be the combination of the Transceiver, Antenna, Antenna Cables (41.5 cm and 10 m), AC power supply, power cord, (integrated) battery pack, BGAN booklet.

A.9.7.3 The Inmarsat BGAN terminal shall support operating its antenna and transceiver physically separated from each other while interconnected through the Inmarsat BGAN antenna cable.

A.9.7.4 The transceiver of the Inmarsat BGAN terminal shall provide a user interface which lets the BGAN user control and monitor the BGAN operation (including pointing and selecting, starting and stopping services) without requiring the use of any additional devices

A.9.8 **Laptop**

A.9.8.1 Each IMPAC shall include an IS laptop meeting the requirements listed below:

(1) Minimum screen size 13 inch.

(2) Minimum resolution 1024 x 768.

(3) One Gigabit Ethernet interface.

(4) Compatible with the PFE HDDE.

(5) Minimum 4 GB RAM.

(6) Minimum CPU Intel Core i5 1.8 GHz or equivalent.

(7) QWERTY keyboard.

(8) Minimum 3 USB ports.

(9) Integrated sound card with speaker(s).

(10) Spill resistant keyboard, however the laptop shall for ergonomic reasons not feature a rubber covered keyboard.

(11) Battery operation: minimum 4 hrs.

(12) Sunlight readable screen.

(13) An AC adapter shall be included with a CEE 7/16 or CEE7/7 plug.

(14) Integrated webcam a minimum of 1.3MP resolution

(15) Easily swappable HDD (tool less, quick release)

A.9.8.2 Each laptop shall be compatible with and include licensed versions of:

A.9.8.2.1 Microsoft Windows 7 Professional OEM 64Bit.

A.9.8.2.2 PFE ISAF approved versions of:

(1) Microsoft Office Enterprise 2010

(2) Acrobat reader

(3) Office viewers

(4) Internet Explorer

(5) .Net framework

(6) Java

(7) Flash player

(8) Windows Media Player

(9) MacAfee Virus scan + Anti spyware

(10) McAfee DLP Endpoint

(11) Classify for Outlook

(12) WinZip

A.9.8.2.3 Non-PFE ISAF current, compatible and approved versions of:

(1) NX Powerlite

(2) Cisco IP Communicator

(3) Polycom desktop VTC client

(4) HP Photo and imaging

(5) IrisLink ReadIris Pro

(6) Mark Wilson Software Classify for Outlook

A.10 ELECTRICAL POWER REQUIREMENTS

A.10.1 IMPAC Power Unit

A.10.1.1 The IMPAC Power Unit is an assembly that combines multiple electrical power functions:

(1) Power the IMPAC components from mains, vehicle and military batteries.

(2) Provide IMPAC power backup

(3) Mains power distribution and surge protection.

A.10.1.2 The power cables to the networking equipment shall at least have plugs on one side in order to be Line Replaceable separately from the Power Unit.

A.10.1.3 For safety reasons DC in and out ports and plugs on the IMPAC Power Unit with non-interoperable voltage or polarity shall have unique connectors

A.10.1.4 The IMPAC Power Unit shall feature overheating and shortcut protection.

A.10.1.5 No damage shall occur when mains, vehicle and military batteries are connected at the same time.

A.10.2 Mains power

A.10.2.1 The IMPAC shall support using mains power of 90 – 240V, 47 – 63Hz to power all components.

A.10.2.2 The Inmarsat BGAN terminal shall include its own mains power supply.

A.10.2.3 The laptop shall include its own mains power supply.

A.10.2.4 The IMPAC Power Unit may DC power the Inmarsat BGAN terminal and the laptop, replacing their power supplies in the Transport Case, the original laptop power supply shall still be provided to the Purchaser.

A.10.2.5 The mains power cord length shall be 3 m or more.

A.10.2.6 The mains power cord shall feature a CEE7/7 plug.

A.10.2.7 A mains power socket adapter shall be provided that fits sockets of Afghanistan, UK and US and allows the connection of a CEE7/7 plug.

A.10.3 **Power Backup**

A.10.3.1 The IMPAC Power Unit shall feature Power Backup through built-in (rechargeable) battery power.

A.10.3.2 The Power Backup shall be able to act as:

(1) An online UPS, providing power to the IMPAC continuously while external power input is available and when the external power is interrupted.

(2) Power source for using the IMPAC at locations where no external power is available.

A.10.3.3 The Power Backup shall without external power input provide power for a minimum duration of two hours for operation of the TCE621/M and the networking equipment with two PoE power VoIP phones Cisco 6941 connected and in use.

A.10.3.4 The laptop, Inmarsat BGAN terminal and GPS feature internal batteries and therefore need not to be powered from the IMPAC Power Backup.

A.10.3.5 Lithium-ion rechargeable batteries shall be used, for maintenance and reliability reasons the use of LiFePo4 batteries is preferred.

A.10.3.6 A charge indicator shall be included that shows:

(1) The charge left (minimum four levels).

(2) If the battery is charging or has finished charging.

A.10.3.7 The maximum charge time from empty to 2 hours power backup shall be less than three hours, with electrical load applied.

A.10.3.8 The maximum charge time from empty to full shall be less than five hours, with electrical load applied.

A.10.3.9 The batteries shall support not less than 1000 charge/ discharge cycles.

A.10.3.10 The batteries shall be field replaceable in order to:

(1) Remove for repair.

(2) Save weight.

(3) Support the user to carry additional charged batteries for longer autonomy.

(4) Charge the battery externally while not used.

(5) Transport the case as cabin baggage on commercial airlines.

A.10.3.11 During battery replacements the Power Backup function is allowed to be interrupted.

A.10.3.12 It shall be possible to switch off the Power Backup function and the batteries completely, to prevent over-discharging, discharge when not in use, and for safety reasons.

A.10.3.13 For safety reasons the Power Backup function shall be implemented such that it is not possible to use or activate the Power Backup function when the case is closed.

A.10.3.14 For safety and lifetime, the batteries shall be protected against overcharging, over discharging, overheating and shortcut.

A.10.3.15 Malfunctioning or removal of batteries in the Power Backup function shall not prevent powering the components from mains. The use of manually operated bypass switch is permitted to achieve this.

A.10.3.16 The Power Backup function might be integrated with the networking equipment instead of the Power Unit.

A.10.4 **Vehicle power**

A.10.4.1 The IMPAC shall support using vehicle power to power all IMPAC components.

A.10.4.2 Direct battery connections (clamps) shall be supported.

A.10.4.3 The batteries of the Power Backup function shall be charged through the vehicle power.

A.10.4.4 12V, 24V and 28V DC electrical systems shall be supported, including voltage fluctuations that are common to vehicle power systems because of charging and discharging.

A.10.4.5 To optimize power efficiency and weight and to minimize the number of IMPAC components power inverters (DC to AC) shall not be used; the PFE supports a wide DC input range and shall therefore be directly powered (without conversion). Cables and adapters shall be provided by the Contractor.

A.10.4.6 The cable length for the direct battery connection shall be 3 metre.

A.10.4.7 The power inputs and output sockets and connectors shall be labelled with their function.

A.10.4.8 It is not required to power the GPS battery charger from the vehicle power.

A.10.4.9 Protection against reversed polarity, over voltage (input), shortcut and overheating shall be provided.

A.10.4.10 The laptop may use a separate DC/DC converter. It does not have to be physically integrated with the other IMPAC Power Unit but the IMPAC Power Unit shall provide a power out socket for connecting the DC/DC converter.

A.10.5 **Military batteries**

A.10.5.1 The IMPAC shall support using a single battery of the types BB2590 and BA5590 to power all IMPAC components.

A.10.5.2 The batteries of the Power Backup function may be charged through the military battery.

A.10.5.3 Cables and adapters shall be provided by the Contractor.

A.10.5.4 To optimize power efficiency and weight and to minimize the number of IMPAC components power inverters (DC to AC) shall not be used; the BGAN and IP crypto supports a wide DC input range and shall therefore be directly powered (without conversion).

A.10.5.5 The power inputs and output sockets and connectors shall be labelled with their function.

A.10.5.6 It is not required to power the GPS battery charger from the batteries.

A.10.5.7 Protection against reversed polarity, over voltage (input), shortcut and overheating shall be provided.

A.10.5.8 The laptop may use the DC/DC converter as mentioned at vehicle power.

A.10.6 **Mains Power distribution**

A.10.6.1 If the IMPAC Power Unit is not already DC powering the laptop and the BGAN terminal the IMPAC Power Unit shall provide AC sockets for these devices for when the IMPAC is powered by AC mains.

A.10.7 **Surge Protection**

A.10.7.1 A resettable surge protection function shall be provided (UL 1449, 3rd edition).

A.10.8 **Maintenance**

A.10.8.1 Any fuses or circuit breakers inside the power unit shall be field resettable.

A.11 RECCOMENDED SPARES PART LIST (RSPL)

A.11.1 A Recommended Spare Parts List for the system shall be provided. The spare parts list shall consist of items that are most likely to fail either through technical failure or

mechanical degradation. All items in the RSPL shall have the estimated lead time annotated against them.

APPENDIX B: NAVIGATION SYSTEM REQUIREMENTS

B.1 INTRODUCTION

For navigation purposes in Afghanistan a handheld GPS device shall be included with each IMPAC.

The GPS device shall include up to date (year 2013 or later) maps of Afghanistan.

The GPS device shall be delivered with accessories needed for its operation.

B.2 GPS DEVICE

B.2.1 Features

B.2.1.1 WAAS/EGNOS enabled GPS receiver. Allowing for a fix within 5 minutes from a cold start.

B.2.1.2 Tilt-compensated, 3-axis electronic compass.

B.2.1.3 Barometric altimeter.

B.2.1.4 Ability to add maps.

B.2.1.5 MicroSD card supported.

B.2.1.6 MGRS, UTMS, LAT / LONG

B.2.2 Physical

B.2.2.1 Display size not less than 3" (diagonally)

B.2.2.2 Sunlight readable screen

B.2.2.3 Display resolution not less than 160 x 240 pixels.

B.2.2.4 Battery life 20 hours or more.

B.2.2.5 Water ingress protection IPx7.

B.2.2.6 Interface: High speed USB including ability to charge from USB cable.

B.2.2.7 Weight 300g or lower.

B.3 MAPS

B.3.1 Features

B.3.1.1 Full border to border topographic coverage of Afghanistan

B.3.1.2 Geographic points of interest including wadi, summits, kariz and settlements

B.3.1.3 Land cover

B.3.1.4 Elevation profile

B.3.2 **Support**

B.3.2.1 Update service included for at least five years

B.4 ACCESSORIES TO BE INCLUDED

B.4.1.1 Two sets (including a spare set) of AA / AAA size low self-discharge rechargeable NiMH or Lithium Ion batteries for use in the GPS device

B.4.1.2 A compatible battery charger (110V-220V) capable of fully charging the batteries within 2 hours.

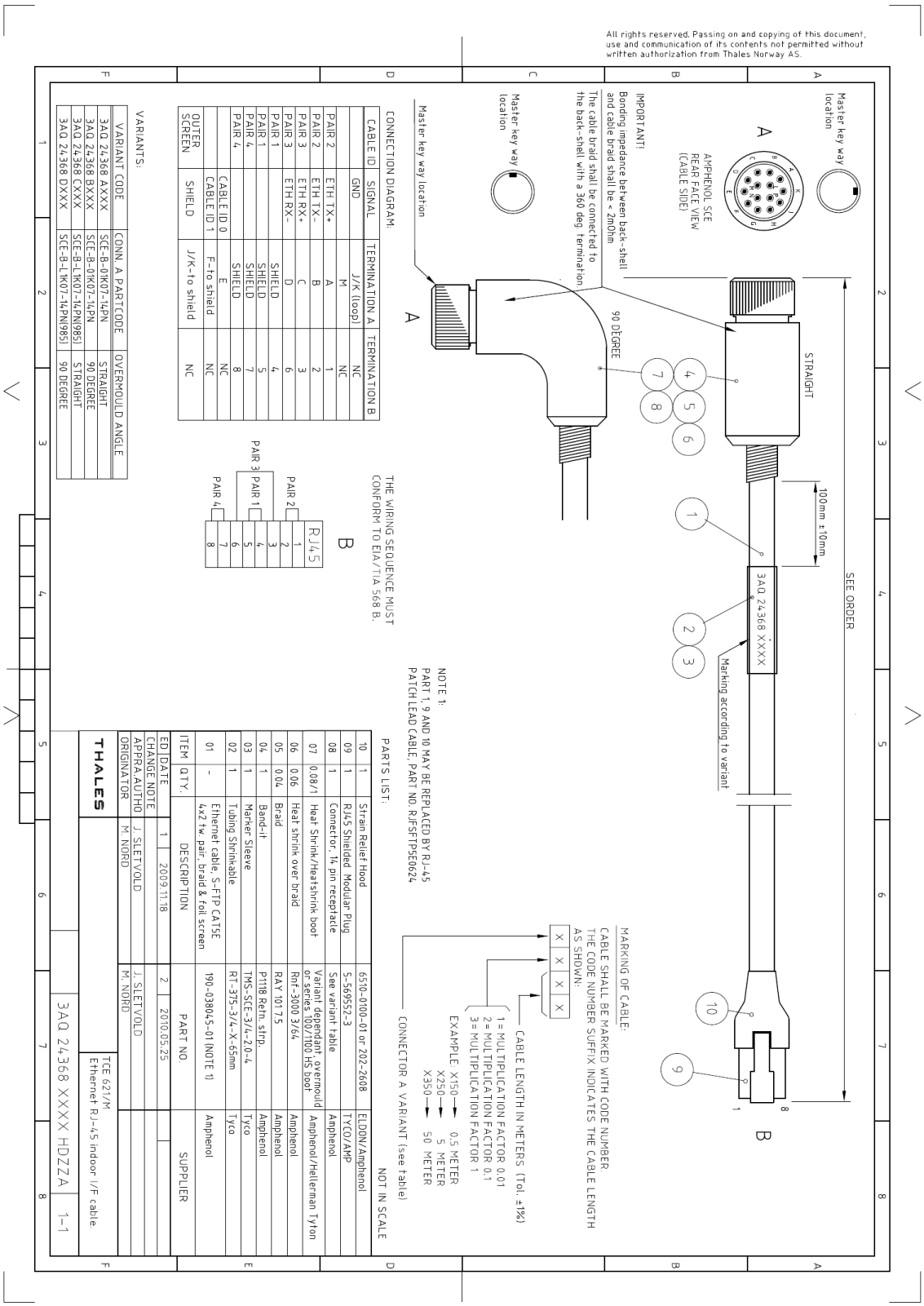
B.4.1.3 USB cable for data transfer and charging / powering the GPS device.

B.4.1.4 Screen protector

B.4.1.5 Protective case or bag for the GPS device and its accessories.

APPENDIX C: TCE621/M CABLING

C.1 ETHERNET CABLE SPECIFICATION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Master key way location
AMPHENOL SCE REAR FACE VIEW (CABLE SIDE)
IMPORTANT!
Bonding impedance between back-shell and cable braid shall be < 2mOhm
The cable braid shall be connected to the back-shell with a 360 deg. termination
90 DEGREE
STRAIGHT
100mm ±10mm
SEE ORDER
3AQ 24368 XXXX
Marking according to variant
MARKING OF CABLE:
CABLE SHALL BE MARKED WITH CODE NUMBER
THE CODE NUMBER SUFFIX INDICATES THE CABLE LENGTH AS SHOWN:
CABLE LENGTH IN METERS (Tol. ±1%)
1= MULTIPLICATION FACTOR 0.01
2= MULTIPLICATION FACTOR 0.1
3= MULTIPLICATION FACTOR 1
EXAMPLE: X150 → 0.5 METER
X250 → 5 METER
X350 → 50 METER
CONNECTOR A VARIANT (see table)
NOT IN SCALE
CONNECTION DIAGRAM:
THE WIRING SEQUENCE MUST CONFORM TO EIA/TIA 568 B.
RJ45
PAIR 2
PAIR 3
PAIR 1
PAIR 4
NOTE 1:
PART 1, 9 AND 10 MAY BE REPLACED BY RJ-45 PATCH LEAD CABLE, PART NO. RJFSFTPSE0624
PARTS LIST:
VARIANTS:
THALES
3AQ 24368 XXXX HDZZA
TCE 621/M Ethernet RJ-45 indoor I/F cable
1-1

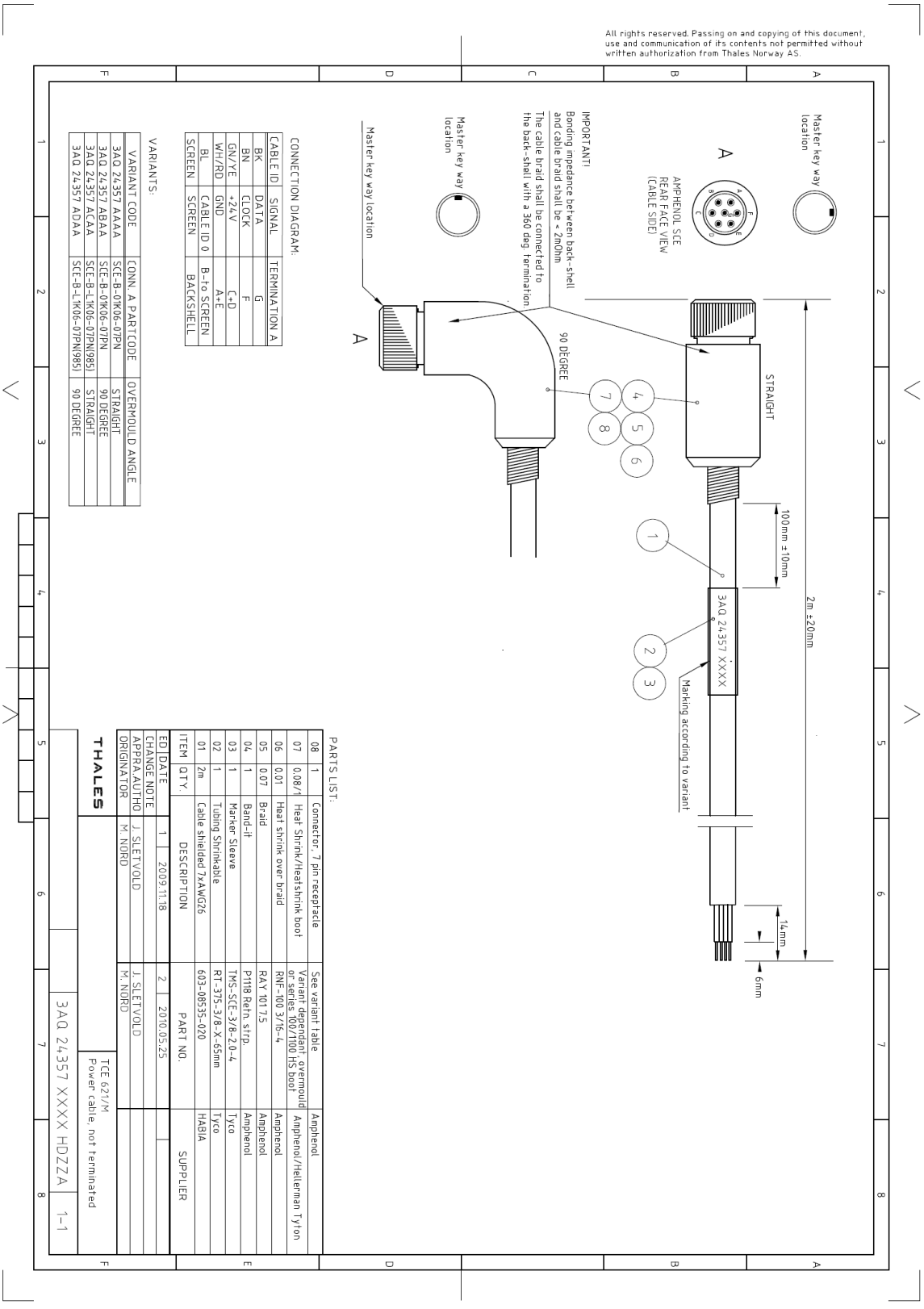
CABLE ID	SIGNAL	TERMINATION A	TERMINATION B
	GND	J/K (loop)	NC
PAIR 2	ETH TX+	M	NC
PAIR 2	ETH TX-	A	1
PAIR 3	ETH RX+	B	2
PAIR 3	ETH RX-	C	3
PAIR 1		D	6
PAIR 1		SHIELD	4
PAIR 4		SHIELD	5
PAIR 4		SHIELD	7
	CABLE ID 0	E	8
	CABLE ID 1	F-to shield	NC
OUTER SCREEN	SHIELD	J/K-to shield	NC

VARIANT CODE	CONN. A PARTCODE	OVERMOULD ANGLE
3AQ 24368 AXXX	SCE-B-01K07-14PN	STRAIGHT
3AQ 24368 BXXX	SCE-B-01K07-14PN	90 DEGREE
3AQ 24368 CXXX	SCE-B-LK07-14PN(985)	STRAIGHT
3AQ 24368 DXXX	SCE-B-LK07-14PN(985)	90 DEGREE

ITEM	QTY.	DESCRIPTION	PART NO.	SUPPLIER
10	1	Strain Relief Hood	6510-0100-01 or 202-2608	ELDON/Amphenol
09	1	RJ45 Shielded Modular Plug	5-569552-3	TYCO/AMP
08	1	Connector, 14 pin receptacle	See variant table	Amphenol
07	0.081	Heat Shrink/Heatshrink boot	Variant dependant, overmould or series 100/1100 HS boot	Amphenol/Hellerman Tyton
06	0.06	Heat shrink over braid	Rnf-3000 3/64	Amphenol
05	0.04	Braid	RAY 101 7.5	Amphenol
04	1	Band-it	P118 Refn. strp.	Amphenol
03	1	Marker Sleeve	TMS-SCE-3/4-20-4	Tyco
02	1	Tubing Shrinkable	RT-375-3/4-X-65mm	Tyco
01	-	Ethernet cable, S-FTP CAT5E 4x2 tw. pair, braid & foil screen	190-038045-01 (NOTE 1)	Amphenol

ED	DATE	CHANGE NOTE	APPRA.	AUTHO	ORIGINATOR
1	2009.11.18		J. SLETVOLD		M. NORD
2	2010.05.25		J. SLETVOLD		M. NORD

C.2 POWER CABLE SPECIFICATION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Master key way location
AMPHENOL SCE REAR FACE VIEW (CABLE SIDE)
IMPORTANT!
Bonding impedance between back-shell and cable braid shall be < 2mOhm
The cable braid shall be connected to the back-shell with a 360 deg. termination.
90 DEGREE
STRAIGHT
100mm ±10mm
2m ±20mm
3AQ 24357 XXXX
Marking according to variant
14mm
6mm
CONNECTION DIAGRAM:
VARIANTS:
PARTS LIST:
THALES
3AQ 24357 XXXX HDZZA
TCE 621/M
Power cable, not terminated

CABLE ID	SIGNAL	TERMINATION A
BK	DATA	G
BN	CLOCK	F
GN/YE	+24V	C+D
WH/RD	GND	A+E
BL	CABLE ID 0	B-to SCREEN
SCREEN	SCREEN	BACKSHELL

VARIANT CODE	CONN. A PARTCODE	OVERMOULD ANGLE
3AQ 24357 AAAA	SCE-B-01K06-07PN	STRAIGHT
3AQ 24357 ABAA	SCE-B-01K06-07PN	90 DEGREE
3AQ 24357 ACAA	SCE-B-LK06-07PN(985)	STRAIGHT
3AQ 24357 ADAA	SCE-B-LK06-07PN(985)	90 DEGREE

ITEM	QTY	DESCRIPTION	PART NO.	SUPPLIER
08	1	Connector, 7 pin receptacle	See variant table	Amphenol
07	0.08/1	Heat Shrink/Heatshrink boot	Variant dependant, overmould or series 100/1100 HS boot	Amphenol/Hellerman Tyton
06	0.01	Heat shrink over braid	RNF-100 3/16-4	Amphenol
05	0.07	Braid	RAY 101 7.5	Amphenol
04	1	Band-it	P1118 Refn. strp.	Amphenol
03	1	Marker Sleeve	TMS-SCE-3/8-2.0-4	Tyco
02	1	Tubing Shrinkable	RT-375-3/8-X-65mm	Tyco
01	2m	Cable shielded 7xAWG26	603-08535-020	HABIA

ED	DATE	CHANGE NOTE	APPRA. AUTHO	ORIGINATOR
1	2009.11.18	J. SLETVOLD	J. SLETVOLD	M. NORD
2	2010.05.25	J. SLETVOLD	J. SLETVOLD	M. NORD

C.3 MECHANICAL FITTING SPECIFICATION

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